

Des Moines Area Community College

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Board of Directors Meeting Minutes

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12-14-2020

## **Board of Directors Meeting Minutes (December 14, 2020)**

DMACC

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Board of Directors  
Des Moines Area Community College

Annual and Regular Board Meeting

December 14, 2020  
4:00 p.m.

Electronic Meeting

**Agenda**

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Election of Board President.
6. Election of Board Vice President.
7. Administration of Oath of Office to newly elected officers.
8. Appointments to Standing Committees.
9. Consideration of appointment of Board Secretary.
10. Consideration of appointment of Board Treasurer.
11. Presentations: Tara Connolly; DMACC Foundation Quarterly Report

Kim Didier; Legacy Plaza Update

Ahmed Agyeman; DEI Audit

12. Consent Items.
  - a. Consideration of regular Board meeting dates for Calendar Year 2021.
  - b. Consideration of minutes from November 9, 2020 Public Hearing and Regular Board Meeting.
  - c. Human Resources report.
  - d. Consideration of payables.
13. Board Report 20-100. A resolution Directing the Sale and Authorizing the Issuance of \$7,500,000 Taxable New Jobs Training Certificates (Multiple Projects 51) and Providing for the Securing of Such Certificates for the Purpose of Carrying Out New Jobs Training Programs.
14. Board Report 20-101. Adopt Facilities Plan, Academic Master Plan, Enrollment Management Plan and Technology Plan.
15. Board Report 20-102. Revision to 2020-2021 Academic Year Calendar.
16. Board Report 20-103. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Consumer Safety Technology LLC**.
17. Board Report 20-104. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Lola's Fine Sauces, Inc.**
18. Board Report 20-105. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Wolf Construction Services, Inc.**
19. Board Report 20-106. Ankeny Campus, Building 23 Parking Lot
20. Presentation of Financial Report.
21. President's Report.
22. Campus Updates.
23. Committee Reports.
24. Board Members' Reports.
25. Information Items:
  - December 24, 2020 – January 3, 2021 – All campuses closed for holiday.
  - January 11, 2021 – Telephonic Board Meeting; 4:00 p.m. (if needed)
  - January 18, 2021 – College closed for holiday
26. Adjourn.

**Board of Directors  
Des Moines Area Community College**

<b>ANNUAL AND REGULAR MEETING</b> December 14, 2020	The annual and regular meeting of the Des Moines Area Community College Board of Directors was held electronically due to COVID-19 restrictions on December 14, 2020. Board Chair Joe Pugel called the meeting to order at 4:01 p.m.
<b>ROLL CALL</b>	<p>Members connected electronically: Fred Buie, Felix Gallagher, <i>Fred Greiner*</i>, Kevin Halterman, <i>Jim Knott*</i>, Cheryl Langston, Joe Pugel, Denny Presnall, Madelyn Tursi.</p> <p>Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; staff.</p>
<b>CONSIDERATION OF TENTATIVE AGENDA</b>	Tursi moved; seconded by Langston to approve the tentative agenda as presented. Motion passed unanimously. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.
<b>PUBLIC COMMENTS</b>	<p>None.</p> <p><i>*Greiner arrives at 4:03 p.m.</i></p>
<b>ELECTION OF BOARD PRESIDENT AND BOARD VICE PRESIDENT</b>	<p>Board Chair Pugel announced that nominations for Board officers were in order. Langston moved the nomination of Joe Pugel as President and Kevin Halterman as Vice President for the 2021 term and that nominations cease. Tursi seconded the motion.</p> <p>Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
<b>OATH OF OFFICE</b>	Board Secretary Carolyn Farlow issued the Oath of Office to Joe Pugel and Kevin Halterman, newly elected Board President and Vice President respectively.
<b>APPOINTMENTS TO STANDING COMMITTEES</b>	<p>According to Board policy, members of Standing Committees shall serve terms of one (1) year, and appointments or reappointments will be made at the Organizational/Annual meeting of the Board. Board Secretary Farlow stated Board Chair Joe Pugel has appointed the following members to the Board's three Standing Committees:</p> <p style="padding-left: 40px;">Audit-Finance Committee – Buie, Halterman, Langston and Presnall.</p> <p style="padding-left: 40px;">President's Review Committee – Gallagher, Halterman, Pugel and Tursi.</p> <p style="padding-left: 40px;">Security Committee – Buie, Greiner and Halterman.</p>

APPOINTMENT OF BOARD SECRETARY AND BOARD TREASURER	<p>Langston moved that Carolyn Farlow be reappointed Board Secretary and Greg Martin be reappointed Board Treasurer for the 2021 term. Greiner seconded the motion.</p> <p>Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
PRESENTATIONS	<p>Tara Connolly, Executive Director of the DMACC Foundation, presented the Foundation's Quarterly Report.</p> <p>Kim Didier, Executive Director of DMACC Business Resources, provided an update on Legacy Plaza in Newton, including Derecho damage and repairs and the proposed future development and use of the buildings.</p> <p>Ahmed Agyeman, Director of Community and Global Engagement, and Bethany Sweeney, Professor of English/History, presented information regarding our Culture Audit and Diversity, Equity and Inclusion Strategic Plan.</p>
CONSENT ITEMS	<p>Pugel moved; seconded by Tursi to approve the consent items: a) Consideration of regular Board meeting dates for Calendar Year 2021; b) Minutes from the November 9, 2020 Public Hearing and Regular Board Meeting; c) Human Resources report and Addendum (Attachment #1); and d) Payables (Attachment #2).</p> <p>Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
AUTHORIZING THE ISSUANCE OF \$7,500,000 TAXABLE NEW JOBS TRAINING CERTIFICATES	<p><u>Board Report 20-100.</u> Attachment #3. Halterman moved; seconded by Presnall recommending that the Board adopt a resolution authorizing the issuance of \$7,500,000 Taxable New Jobs Training Certificates (Multiple Projects S1).</p> <p>Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
ADOPT FACILITIES, ACADEMIC, ENROLLMENT AND TECHNOLOGY PLANS	<p><u>Board Report 20-101.</u> Langston moved; seconded by Tursi recommending that the Board adopt DMACC's Facilities Plan, Academic Master Plan, Enrollment Management Plan and Technology Plan.</p> <p>Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>
REVISION TO 2020-2021 ACADEMIC CALENDAR	<p><u>Board Report 20-102.</u> Tursi moved; seconded by Presnall recommending that the Board adopt the revised 2020-2021 Academic Calendar.</p> <p>Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.</p>

APPROVE TRAINING OR  
RETRAINING AGREEMENTS

Greiner moved; seconded by Buie to approve Items #16-18 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

*Consumer Safety Technology  
LLC*

Board Report 20-103. Attachment #4. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Consumer Safety Technology LLC**.

*Lola's Fine Sauces, Inc.*

Board Report 20-104. Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Lola's Fine Sauces, Inc.**

*Wolf Construction Services,  
Inc.*

Board Report 20-105. Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Wolf Construction Services, Inc.**

FINAL 5% PAYMENT ON  
ANKENY CAMPUS BUILDING  
23 PARKING LOT

Board Report 20-106. Halterman moved; seconded by Gallagher recommending that the Board approve the release for payment of the final 5% retainage to Jensen Builders, Ltd.

Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

FINANCIAL REPORT

Ben Voaklander, Controller, presented the November 2020 Financial Report as seen in Attachment #7 to these minutes.

CAMPUS UPDATES

The following Deans and Provosts provided updates on activities and events at their campus/department: Art Brown, Joe DeHart, Anne Howsare, Joel Lundstrom, Drew Nelson, and Tony Paustian.

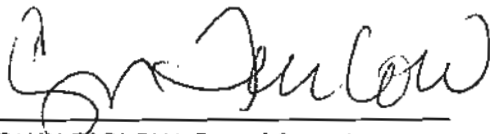
*\*Knott departs at 5:38 p.m.*

COMMITTEE REPORTS

None.

ADJOURN

Greiner moved; seconded by Presnall to adjourn. Motion passed unanimously and at 5:50 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Gallagher, Greiner, Halterman, Langston, Presnall, Pugel, Tursi. Nay-none.



CAROLYN FARLOW, Board Secretary



JOE PUGEL, Board Chair

**AGENDA ITEM**

Human Resources Report

**BACKGROUND**

**I. New Employee**

**Replacement Position**

1. **Papian, Rebecca**  
Counselor  
Urban Campus  
Annual Salary: \$86,029  
Effective Date: December 14, 2020  
Continuing Contract
2. **Chang, Yao-Chung**  
Instructor, Biology  
Ankeny Campus  
Annual Salary: \$57,364  
Effective Date: January 13, 2021  
Continuing Contract
3. **Hoffman, Melissa**  
Instructor, Dental Hygiene  
Ankeny Campus  
Annual Salary: \$62,112  
Effective Date: January 13, 2021  
Continuing Contract

**II. Contract Change**

1. **Each, Michael**  
Coordinator, Intermediary Network/Disability Services  
From: 9 Month Continuing Contract  
To: Specially Funded Employment Agreement  
Effective: December 18, 2020

**RECOMMENDATION**

It is recommended that the Board accepts the President's recommendation as to the above personnel actions.

Robert J. Denson, President

**ADDENDUM**

Human Resources Report

**BACKGROUND**

**I. New Employee**

**Replacement Position**

1. **Cutsforth, Kieran**  
Instructor, Web Development and Design  
West Campus  
Annual Salary: \$67,129  
Effective Date: January 13, 2021  
Continuing Contract

**II. Early Retirement**

1. **Bernard, Susan**  
Administrative Assistant 3  
Ankeny Campus  
Effective: July 1, 2021
2. **Bundy, Julie**  
Coordinator, Continuing Education  
Southridge/Urban Campus  
Effective: July 1, 2021
3. **Solan, Britta**  
Professor, Sociology  
Urban Campus  
Effective: July 1, 2021
4. **Stokes, Karla**  
Executive Administrative Assistant  
Ankeny Campus  
Effective: July 1, 2021
5. **Voogt, Vicki**  
Digital Marketing Supervisor  
Ankeny Campus  
Effective: July 1, 2021
6. **Tingley, Terry**  
Billing Process Specialist  
Ankeny Campus  
Effective: January 1, 2022



**RECOMMENDATION**

Granting the above early retirement requests is not detrimental to an academic program. It is moved that the Board accept the President's recommendation as to the above personnel actions.

Robert J. Denson, President

Report: FWRR040  
Date: 12/03/2020  
Time: 10:55 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 29-OCT-2020 to 02-DEC-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Child Care	662300	\$3,003.71	\$3,003.71	2299	Payroll Office	Other Employee Deduc
Alliant Energy	662313	\$15,214.70	\$2,684.71	6190	Boone Campus Housing	Utilities
			\$3,257.77	6190	Boone Campus Housing	Utilities
			\$1,484.54	6190	Boone Campus Housing	Utilities
			\$6,586.62	6190	Utilities	Utilities
			\$1,201.06	6190	Plant Operations, Pe	Utilities
Beirman Furniture	662320	\$15,841.65	\$7,700.28	6378	Office of the Dir, P	Materials/Supplies f
			\$6,278.83	6269	Perry Operations	Other Company Servic
			\$1,862.54	6322	Equip Replacment Ins	Materials & Supplies
Brockway Mechanical & Roo	662326	\$15,727.25	\$15,727.25	7600	Boone Multi-Purpose	Buildings and Fixed
Campus Town Apartments	662327	\$9,450.00	\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,350.00	6210	Millennium Foundatio	Rental of Buildings
Casey's Retail Company	662332	\$335,398.84	\$23,759.50	6269	Caseys Retail Co #1	Other Company Servic
			\$67,667.60	6269	Caseys Retail Co #1	Other Company Servic
			\$50,501.18	6269	Caseys Retail Co #1	Other Company Servic
			\$111,147.12	6269	Caseys Retail Co #1	Other Company Servic
			\$80.00	6269	Caseys Retail Co #1	Other Company Servic
			\$3,055.00	6269	Caseys Retail Co #1	Other Company Servic
			\$6,126.54	6269	Caseys Retail Co #1	Other Company Servic
			\$4,757.28	6269	Caseys Retail Co #1	Other Company Servic
			\$6,333.50	6269	Caseys Retail Co #1	Other Company Servic

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2

Report: FWRR040  
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Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Casey's Retail Company	662332	\$335,398.84	\$3,420.00	6269	Caseys Retail Co #1	Other Company Servic
			\$17,253.32	6269	Caseys Retail Co #1	Other Company Servic
			\$22,424.40	6269	Caseys Retail Co #1	Other Company Servic
			\$18,873.40	6269	Caseys Retail Co #1	Other Company Servic
Cengage Learning	662333	\$8,370.00	\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
			\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
			\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
			\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
			\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
			\$1,395.00	6269	Continuing Ed, On Li	Other Company Servic
Christian Photo Inc	662337	\$3,869.95	\$3,869.95	1550	Office of Controller	Prepaid Expenses
City of Ankeny	662340	\$9,172.45	\$74.45	6190	Utilities	Utilities
			\$29.23	6190	Utilities	Utilities
			\$62.30	6190	Utilities	Utilities
			\$34.09	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$4,099.44	6190	Utilities	Utilities
			\$5.07	6190	Utilities	Utilities
			\$29.23	6190	Utilities	Utilities
			\$98.75	6190	Utilities	Utilities
			\$277.18	6190	Utilities	Utilities
			\$62.30	6190	Utilities	Utilities
			\$602.18	6190	Physical Plant Opera	Utilities
			\$305.58	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$86.60	6190	Utilities	Utilities
			\$3,182.70	6190	Utilities	Utilities

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Des Moines Area Comm College  
 List of checks over \$2,500.00 from 29-OCT-2020 to 02-DEC-2020

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Competitive Edge	662342	\$2,729.43	\$2,729.43	6120	In My Boots	Printing/Reproductio
Des Moines Water Works	662351	\$2,995.71	\$1,304.22	6190	Utilities	Utilities
			\$656.89	6190	Physical Plant Opera	Utilities
			\$448.54	6190	Physical Plant Opera	Utilities
			\$116.31	6190	Utilities	Utilities
			\$469.75	6190	Utilities	Utilities
Elsevier Health Science	662354	\$33,627.71	\$5,000.00	6322	WTED - Nursing	Materials & Supplies
			\$28,627.71	6322	Ankeny Career Academ	Materials & Supplies
Enterprise Electric Inc	662355	\$58,909.50	\$58,909.50	7600	Boone Multi-Purpose	Buildings and Fixed
Heartland Business System	662363	\$58,082.78	\$58,082.78	6323	Urban Student Ctr-Te	Minor Equipment
Heartland Finishes Inc	662364	\$35,541.00	\$35,541.00	6090	Evelyn Davis Center	Maintenance/Repair o
Henkel Construction Compa	662365	\$108,464.93	\$108,464.93	7600	Boone Multi-Purpose	Buildings and Fixed
JR180 LLC	662377	\$6,250.00	\$6,250.00	6460	Recruiting	Other Materials and
Kiefer Specialty Flooring	662379	\$87,390.00	\$87,390.00	6377	Boone Multi Purpose	Materials/Supplies f
Kruck Plumbing and Heatin	662383	\$214,591.70	\$214,591.70	7600	Boone Multi-Purpose	Buildings and Fixed
Laerdal Medical Corp	662384	\$32,930.35	\$32,930.35	7100	WTED - Nursing	Furniture, Machinery
Lamar Companies	662385	\$12,600.00	\$5,000.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$7,600.00	6110	Office of Dir, Marke	Information Svcs/Pub
Lely USA	662386	\$18,307.00	\$42.32	6269	Lely USA #2 260E Mat	Other Company Servic

Report: FWRR040  
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Des Moines Area Comm College  
List of checks over \$2,500.00 from 29-OCT-2020 to 02-DEC-2020

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Lely USA	662386	\$18,307.00	\$132.96	6269	Lely USA #2 260E Job	Other Company Servic
			\$407.68	6269	Lely USA #2 260E OJT	Other Company Servic
			\$1,775.16	6269	Lely USA #2 260E OJT	Other Company Servic
			\$1,103.93	6269	Lely USA #2 260E OJT	Other Company Servic
			\$1,211.63	6269	Lely USA #2 260E OJT	Other Company Servic
			\$764.13	6269	Lely USA #2 260E OJT	Other Company Servic
			\$2,154.00	6269	Lely USA #2 260E OJT	Other Company Servic
			\$2,898.03	6269	Lely USA #2 260E Job	Other Company Servic
			\$325.00	6269	Lely USA #2 260E Mgt	Other Company Servic
			\$654.98	6269	Lely USA #2 260E Job	Other Company Servic
			\$4,421.16	6269	Lely USA #2 260E Job	Other Company Servic
			\$817.72	6269	Lely USA #2 260E Job	Other Company Servic
			\$1,157.86	6269	Lely USA #2 260E Mgt	Other Company Servic
			\$440.44	6269	Lely USA #2 260E OJT	Other Company Servic
Lenovo Inc	662387	\$138,393.40	\$1,728.00	6323	Equipment Replacemen	Minor Equipment
			\$12,960.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$31.50	6323	Equipment Replacemen	Minor Equipment
			\$25,470.00	6323	Equipment Replacemen	Minor Equipment
			\$54,561.16	6323	Urban Student Ctr-Te	Minor Equipment
			\$23,360.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$18,678.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$1,604.74	6323	Student Support Serv	Minor Equipment
Man Up Iowa	662391	\$5,083.34	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
			\$1,166.67	6269	United Way-Man Up Io	Other Company Servic
Manatts Inc.	662392	\$2,891.00	\$885.00	6378	Criminal Justice Tra	Materials/Supplies f
			\$2,006.00	6378	Criminal Justice Tra	Materials/Supplies f
Mediacom	662395	\$3,037.32	\$3,037.32	6190	Boone Campus Housing	Utilities

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Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	662398	\$3,899.77	\$3,214.24	6190	Plant Operations - S	Utilities
			\$685.53	6190	Plant Operations - S	Utilities
Orning Glass Company	662409	\$64,690.25	\$64,690.25	7600	Boone Multi-Purpose	Buildings and Fixed
Pella Corporation	662411	\$131,354.32	\$24,201.67	6269	Pella Corp #8 260E M	Other Company Servic
			\$107,152.65	6269	Pella Corp #8 260E M	Other Company Servic
Perfection Learning Corp	662412	\$4,372.38	\$2,392.00	6269	Perfection Learn #5	Other Company Servic
			\$94.97	6269	Perfection Learn #5	Other Company Servic
			\$299.00	6269	Perfection Learn #5	Other Company Servic
			\$1,586.41	6269	Perfection Learn #5	Other Company Servic
Pratum Inc	662415	\$15,087.00	\$7,819.00	6269	Pratum #1 260E Job S	Other Company Servic
			\$398.00	6269	Pratum #1 260E Mater	Other Company Servic
			\$6,870.00	6269	Pratum #1 260E Job S	Other Company Servic
Precision Pulley & Idler	662416	\$19,663.00	\$5,483.00	6269	Precision Inc #6 WTE	Other Company Servic
			\$14,180.00	6269	Precision Pulley #5	Other Company Servic
Project Muse	662418	\$9,645.60	\$9,645.60	6310	Equip Replacement Li	Library Books/Electr
Prudent Man Analysis Inc	662419	\$10,489.27	\$10,489.27	6269	Office of Controller	Other Company Servic
R H Grabau Construction I	662421	\$439,879.84	\$439,879.84	7600	Boone Multi-Purpose	Buildings and Fixed
Safety Professionals LLC	662424	\$6,050.00	\$4,550.00	6015	Manufacturing Skills	Consultant's Fees
			\$1,500.00	6015	Manufacturing Skills	Consultant's Fees
Shive Hattery Inc	662427	\$18,913.39	\$10,442.10	6012	Southridge Mall Remo	Architect's Fees
			\$8,471.29	6019	Urban Student Center	Prof Svcs-Individual

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Des Moines Area Comm College  
 List of checks over \$2,500.00 from 29-OCT-2020 to 02-DEC-2020

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
SKC Communication Product	662428	\$2,511.56	\$1,976.56	6323	Equipment Replacemen	Minor Equipment
			\$535.00	6323	Equipment Replacemen	Minor Equipment
State Library of Iowa	662431	\$5,493.00	\$5,493.00	6269	Equipment Replacemen	Other Company Servic
Summerfield Hotel LLC	662434	\$5,958.40	\$5,958.40	6269	Continuing Ed, 2 Day	Other Company Servic
Veel Hoeden Consulting LL	662445	\$3,410.00	\$3,410.00	6015	Softskills Training	Consultant's Fees
Vertex Software	662446	\$2,857.08	\$801.66	6269	Vertex Software #1 2	Other Company Servic
			\$2,055.42	6269	Vertex Software #2 2	Other Company Servic
Walsmith, Jason	662449	\$2,500.00	\$2,500.00	6019	Student Activities	Prof Svcs-Individual
Weiler Inc	662450	\$21,202.06	\$140.00	6269	Weiler #5 260E Job S	Other Company Servic
			\$123.42	6269	Weiler #5 260E Job S	Other Company Servic
			\$1,873.11	6269	Weiler #5 260E Job S	Other Company Servic
			\$314.40	6269	Weiler #5 260E Job S	Other Company Servic
			\$1,567.77	6269	Weiler #5 260E Job S	Other Company Servic
			\$782.36	6269	Weiler #5 260E Job S	Other Company Servic
			\$12,500.00	6269	Weiler #5 260E Job S	Other Company Servic
			\$490.00	6269	Weiler #5 260E Job S	Other Company Servic
			\$411.00	6269	Weiler #5 260E Job S	Other Company Servic
			\$3,000.00	6269	Weiler #5 260E Job S	Other Company Servic
Xerox Corp	662455	\$5,716.08	\$211.69	6220	Copy Center	Rental of Equipment
			\$466.63	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$439.86	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$526.19	6220	Copy Center	Rental of Equipment
			\$263.83	6220	Copy Center	Rental of Equipment
			\$263.83	6220	Copy Center	Rental of Equipment

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	662455	\$5,716.08	\$496.02	6220	Copy Center	Rental of Equipment
			\$686.51	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$478.01	6322	Copy Center	Materials & Supplies
			\$689.05	6220	Copy Center	Rental of Equipment
			\$67.76	6322	Copy Center	Materials & Supplies
			\$774.16	6220	Copy Center	Rental of Equipment
			\$54.46	6322	Copy Center	Materials & Supplies
			\$258.72	6220	Copy Center	Rental of Equipment
			\$39.36	6322	Copy Center	Materials & Supplies
Your Clear Next Step LLC	662457	\$13,689.00	\$1,539.00	6015	Softskills Training	Consultant's Fees
			\$7,650.00	6015	Softskills Training	Consultant's Fees
			\$4,500.00	6015	Softskills Training	Consultant's Fees
Iowa Workforce Developmen	662463	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
ABC Virtual Communication	662483	\$3,242.11	\$2,552.56	6265	Non Tort Equip Maint	Software Service Agr
			\$689.55	6269	Office of Exec Dir,	Other Company Servic
Abundant Design LLC	662484	\$5,049.00	\$5,049.00	6269	Equipment Replacemen	Other Company Servic
Access Systems	662485	\$4,408.65	\$2,098.60	6269	Access Systems #5 26	Other Company Servic
			\$105.72	6269	Access Systems #5 26	Other Company Servic
			\$2,098.60	6269	Access Systems #4 26	Other Company Servic
			\$105.73	6269	Access Systems #4 26	Other Company Servic
Allender Butzke Engineers	662488	\$4,363.39	\$580.91	6015	Boone Multi-Purpose	Consultant's Fees
			\$1,076.12	6015	Urban Student Center	Consultant's Fees
			\$882.61	6015	Carroll Welding Buil	Consultant's Fees
			\$1,401.53	6015	Urban Student Center	Consultant's Fees
			\$422.22	6015	Bldg 13-Automotive R	Consultant's Fees



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American Heritage Life In	662490	\$4,493.98	\$1,604.92	2288	Payroll Office	Critical Illness Ins
			\$1,896.50	2286	Payroll Office	Accident Insurance P
			\$899.36	2287	Payroll Office	Cancer Insurance Pay
			\$93.20	2289	Payroll Office	Hospitalization Insu
Ames Municipal Utilities	662494	\$3,702.23	\$3,702.23	6190	Utilities	Utilities
Ankeny Sanitation	662496	\$4,553.04	\$304.56	6030	Physical Plant Opera	Custodial Services
			\$171.42	6030	Plant Operations - E	Custodial Services
			\$244.67	6030	Plant Operations - S	Custodial Services
			\$69.70	6030	Transportation Insti	Custodial Services
			\$69.70	6030	Plant Operations-Cap	Custodial Services
			\$76.06	6030	Physical Plant Opera	Custodial Services
			\$3,616.93	6030	Custodial	Custodial Services
AVI Systems	662501	\$97,104.79	\$3,696.02	6323	Technical Update Equ	Minor Equipment
			\$8,561.97	6323	Urban Student Ctr-Te	Minor Equipment
			\$80,641.41	6323	Urban Student Ctr-Te	Minor Equipment
			\$509.38	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$3,696.01	6323	IA DOT Administrativ	Minor Equipment
Baxter Construction LLC	662504	\$84,334.57	\$84,334.57	7600	Boone Multi-Purpose	Buildings and Fixed
Best Case Wine LLC	662506	\$2,679.60	\$349.20	6930	Beverage Account	Other Current Expens
			\$2,330.40	6930	Beverage Account	Other Current Expens
CDW Government Inc	662515	\$31,518.96	\$31,518.96	6265	Non Tort Equip Maint	Software Service Agr
CenturyLink	662516	\$3,105.86	\$3,105.86	6150	Campus Communication	Communications
City of Ankeny	662519	\$3,589.95	\$3,291.59	6190	Trail Point-Facility	Utilities

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City of Ankeny	662519	\$3,589.95	\$298.36	6190	Utilities	Utilities
College Agency, LLC	662521	\$3,220.00	\$3,220.00	6269	Student Activities	Other Company Servic
CSI Software LLC	662524	\$2,667.25	\$2,667.25	6265	Trail Point-Facility	Software Service Agr
Delta Dental Plan of Iowa	662533	\$4,016.50	\$4,016.50	2285	Payroll Office	Vision Insurance Pay
DMACC Foundation	662539	\$18,100.00	\$18,100.00	6930	Hospitality Careers	Other Current Expens
Earth Walk	662544	\$3,298.00	\$3,298.00	6323	Urban Student Ctr-Te	Minor Equipment
Energy Control Technologi	662548	\$7,920.32	\$4,977.68	6269	Energy Control Tec #	Other Company Servic
			\$2,942.64	6269	Energy Control Tec #	Other Company Servic
FHEG Ankeny Bookstore #10	662550	\$140,005.25	\$1,485.75	4550	Web Based Instructio	Textbooks
			\$18,913.00	4550	Web Based Instructio	Textbooks
			\$6,423.25	4550	Web Based Instructio	Textbooks
			\$14,287.00	4550	Web Based Instructio	Textbooks
			\$93,628.00	4550	Web Based Instructio	Textbooks
			\$133.75	6322	Web Based/Online Lea	Materials & Supplies
			\$514.25	6322	Web Based/Online Lea	Materials & Supplies
			\$4,620.25	6322	Web Based/Online Lea	Materials & Supplies
Flynn/Wright Inc	662552	\$5,647.20	\$1,701.20	6269	Office of the Presid	Other Company Servic
			\$3,946.00	6269	Office of the Presid	Other Company Servic
Freshworks Inc	662554	\$74,970.00	\$74,970.00	6325	Non Tort Equip Maint	Computer Equipment
Hawkins Inc	662557	\$2,536.07	\$2,536.07	6269	Trail Point-Facility	Other Company Servic
Impact, LLC	662560	\$46,557.15	\$3,281.25	6269	Urban Student Ctr-Fu	Other Company Servic

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Impact, LLC	662560	\$46,557.15	\$43,275.90	6323	Urban Student Ctr-Fu	Minor Equipment
Impact7G	662561	\$3,303.85	\$1,753.85	6269	Impact7G #1 260E Job	Other Company Servic
			\$1,550.00	6269	Impact7G #1 260E Job	Other Company Servic
Ingram Industries Inc	662562	\$28,602.16	\$28,602.16	6322	TSA Officer Educatio	Materials & Supplies
IP Pathways	662567	\$3,960.00	\$3,960.00	6269	Technical Update Equ	Other Company Servic
Kavo America Corp	662574	\$2,898.00	\$2,898.00	6269	Dental Hygiene	Other Company Servic
Kelly Services Inc	662575	\$10,226.85	\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
			\$2,646.20	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
			\$1,937.45	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
			\$1,431.20	6269	United Way-Evelyn Da	Other Company Servic
Kinzler Construction Serv	662577	\$10,050.67	\$353.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$353.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$353.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$353.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$99.00	6269	Kinzler Constr #1 26	Other Company Servic
			\$353.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$404.00	6269	Kinzler Constr #1 26	Other Company Servic
			\$1,616.19	6269	Kinzler Constr #1 26	Other Company Servic
			\$2,795.08	6269	Kinzler Constr #1 26	Other Company Servic
			\$585.00	6269	Kinzler Constr #1 26	Other Company Servic
			\$1,390.00	6269	Kinzler Constr #1 26	Other Company Servic
			\$923.20	6269	Kinzler Constr #1 26	Other Company Servic
			\$353.20	6269	Kinzler Constr #1 26	Other Company Servic

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Kinzler Construction Serv	662577	\$10,050.67	\$119.00	6269	Kinzler Constr #1 26	Other Company Servic
KnowBe4 Inc	662578	\$99,929.70	\$99,929.70	6265	Non Tort Equip Maint	Software Service Agr
Lamar Companies	662579	\$6,500.00	\$1,500.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$5,000.00	6110	Office of Dir, Marke	Information Svcs/Pub
Lenovo Inc	662580	\$12,004.74	\$6,000.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$4,400.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$1,604.74	6323	Equipment Replacemen	Minor Equipment
LERN	662581	\$3,170.83	\$3,170.83	6269	Continuing Ed, On Li	Other Company Servic
Lincoln National Life Ins	662582	\$77,655.20	\$18,619.07	2254	Payroll Office	Long Term Disability
			\$10,126.85	2257	Payroll Office	Emp Opt Life Ins Pay
			\$12,147.12	2256	Payroll Office	ST Disability - B In
			\$3,106.55	2258	Payroll Office	Spouse Opt Life Ins
			\$1,588.00	2259	Payroll Office	Dep Supp Life Ins Pa
			\$5,522.76	2255	Payroll Office	ST Disability - A In
			\$26,544.85	2253	Payroll Office	Basic Life Insurance
Mittera Group	662592	\$19,062.85	\$3,379.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$2,050.07	6120	Ankeny Career Academ	Printing/Reproductio
			\$13,633.78	6120	Office of Exec Dir,	Printing/Reproductio
Murphy Tower Service LLC	662594	\$12,095.20	\$1,230.20	6269	Murphy Tower Svc #3	Other Company Servic
			\$10,865.00	6269	Murphy Tower Svc #3	Other Company Servic
Payless Office Products	662605	\$2,933.23	\$14.52	6322	Child Care	Materials & Supplies
			\$388.02	6322	Office of Exec Dir,	Materials & Supplies
			\$17.27	6322	Southridge Credit Op	Materials & Supplies

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Payless Office Products	662605	\$2,933.23	\$8.38	6322	Business Office	Materials & Supplies
			\$170.89	6322	Corrections-Mitchell	Materials & Supplies
			\$95.88	6322	Surgical Technician	Materials & Supplies
			\$33.99	6322	PACE Program 260H	Materials & Supplies
			\$78.82	6322	Conference Center/Sp	Materials & Supplies
			\$158.30	6322	Dean, Math and Scien	Materials & Supplies
			\$84.06	6322	Perry Operations	Materials & Supplies
			\$31.76	6322	Information Systems	Materials & Supplies
			\$152.83	6322	Office of Exec Dir,	Materials & Supplies
			\$31.63	6322	Office of Controller	Materials & Supplies
			\$110.27	6322	Other General Instit	Materials & Supplies
			\$37.72	6322	Office of Dir, Stude	Materials & Supplies
			\$162.26	6322	Office of Dean, Heal	Materials & Supplies
			\$240.22	6322	Auto Service	Materials & Supplies
			\$68.63	6322	Transportation Insti	Materials & Supplies
			\$199.51	6322	Trail Point-Facility	Materials & Supplies
			\$197.71	6322	Ankeny Career Academ	Materials & Supplies
			\$86.46	6322	Dean, Business & Inf	Materials & Supplies
			\$387.63	6322	Dental Hygiene	Materials & Supplies
			\$18.95	6322	Dental Assistant	Materials & Supplies
			\$128.48	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$29.04	6322	Dental Hygiene	Materials & Supplies
Pella Corporation	662606	\$91,113.08	\$32,132.70	6269	Pella Corp #8 260E J	Other Company Servic
			\$6,179.72	6269	Pella Corp #8 260E J	Other Company Servic
			\$34,178.37	6269	Pella Corp #8 260E J	Other Company Servic
			\$4,748.40	6269	Pella Corp #8 260E J	Other Company Servic
			\$4,014.74	6269	Pella Corp #8 260E J	Other Company Servic
			\$4,000.00	6269	Pella Corp #8 260E J	Other Company Servic
			\$5,859.15	6269	Pella Corp #8 260E J	Other Company Servic
PeopleAdmin Inc	662607	\$4,961.83	\$4,961.83	6324	Technical Update Equ	Computer Software

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Premier Staffing Inc	662610	\$11,873.99	\$393.89	6269	United Way-Citizens	Other Company Servic
			\$3,901.26	6269	United Way-Evelyn Da	Other Company Servic
			\$3,917.75	6269	United Way-Evelyn Da	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$393.89	6269	United Way-Citizens	Other Company Servic
Renaissance Executive Foru	662614	\$3,500.00	\$3,500.00	6015	Softskills Training	Consultant's Fees
Reynolds & Reynolds Inc	662615	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Rochon Corporation of Iow	662616	\$833,980.92	\$833,980.92	7600	Urban Student Center	Buildings and Fixed
Securitas Security Servic	662621	\$58,044.09	\$653.40	6261	Office of Exec Dean,	Contracted Security
			\$5,182.18	6261	Non Tort Security In	Contracted Security
			\$30,113.15	6261	Non Tort Security In	Contracted Security
			\$798.00	6261	Non Tort Security In	Contracted Security
			\$18,802.87	6261	Non Tort Security In	Contracted Security
			\$2,494.49	6261	Non Tort Security In	Contracted Security
Snyder and Associates Inc	662625	\$2,833.50	\$2,833.50	6015	Carroll Welding Buil	Consultant's Fees
State of Iowa Department	662629	\$11,100.00	\$11,100.00	6269	Continuing Ed, 2 Day	Other Company Servic
State Steel Supply Co	662630	\$2,981.60	\$2,981.60	6322	Perry Operations	Materials & Supplies
Studio Iowa LLC	662632	\$7,432.50	\$225.00	6930	Office of Dir, Marke	Other Current Expens
			\$2,207.50	6930	Office of Dir, Marke	Other Current Expens
			\$5,000.00	6269	Office of Dir, Marke	Other Company Servic
Summerfield Hotel LLC	662635	\$5,667.20	\$5,667.20	6269	Continuing Ed, 2 Day	Other Company Servic

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Sysco Food Services of Io	662636	\$6,786.78	\$22.67	6518	Hospitality Careers	Gourmet Dinners
			\$328.23	6518	Hospitality Careers	Gourmet Dinners
			\$1,203.70	6518	Hospitality Careers	Gourmet Dinners
			\$524.28	6322	Culinary Arts	Materials & Supplies
			\$24.77	6322	Culinary Arts	Materials & Supplies
			\$513.29	6518	Hospitality Careers	Gourmet Dinners
			-\$9.41	6322	Culinary Arts	Materials & Supplies
			\$32.18	6519	Bistro	College Inn
			\$917.59	6322	Culinary Arts	Materials & Supplies
			\$19.95	6322	Culinary Arts	Materials & Supplies
			\$1,042.06	6322	Culinary Arts	Materials & Supplies
			\$817.23	6322	Culinary Arts	Materials & Supplies
			\$181.49	6322	Culinary Arts	Materials & Supplies
			\$224.46	6322	Culinary Arts	Materials & Supplies
			\$720.56	6322	Culinary Arts	Materials & Supplies
			\$223.73	6322	Culinary Arts	Materials & Supplies
Tebock's Lawn and Landsca	662637	\$12,563.50	\$690.00	7800	Childcare Access/Par	Other Structures and
			\$11,873.50	7800	Childcare Access/Par	Other Structures and
Textbooks Outlet	662638	\$8,728.50	\$8,728.50	6322	Millennium Foundatio	Materials & Supplies
The Waldinger Corporation	662639	\$41,627.84	\$41,627.84	6090	Testing Center Remod	Maintenance/Repair o
Three Elements Consulting	662640	\$6,150.00	\$6,150.00	6269	Goldman Sachs-10,000	Other Company Servic
Vermeer Corporation	662648	\$44,284.79	\$1,020.00	6269	Vermeer Mfg #13 260E	Other Company Servic
			\$43,175.56	6269	Vermeer Mfg #13 260E	Other Company Servic
			\$89.23	6269	Vermeer Mfg #13 260E	Other Company Servic
Vision Electric LLC	662649	\$16,538.00	\$5,000.00	6269	Vision Electric #2 2	Other Company Servic

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Vision Electric LLC	662649	\$16,538.00	\$11,538.00	6269	Vision Electric #2 2	Other Company Servic
Von Behren, James Lorne.	662650	\$2,525.00	\$2,525.00	6269	Continuing Ed, Trade	Other Company Servic
Wex Bank	662653	\$5,102.43	\$261.19	6420	Non Tort Security In	Vehicle Materials an
			\$556.32	6420	Ankeny Career Academ	Vehicle Materials an
			\$1,167.53	6420	Vehicle Pool	Vehicle Materials an
			\$43.43	6420	Campus Communication	Vehicle Materials an
			\$497.73	6420	Non Tort Security In	Vehicle Materials an
			\$137.05	6420	Transportation Insti	Vehicle Materials an
			\$101.17	6420	Building Trades	Vehicle Materials an
			\$56.59	6420	Office of Exec Dean,	Vehicle Materials an
			\$491.72	6420	Grounds	Vehicle Materials an
			\$115.49	6420	Office of the Dir, P	Vehicle Materials an
			\$1,438.27	6420	Mechanical Mainten	Vehicle Materials an
			\$214.89	6420	Physical Plant Opera	Vehicle Materials an
			\$21.05	6420	WLAN Support	Vehicle Materials an
World Trade Press	662655	\$4,677.50	\$4,677.50	6310	Equip Replacement Li	Library Books/Electr
DMACC Child Care	662667	\$3,003.71	\$3,003.71	2299	Payroll Office	Other Employee Deduc
Air Equipment Sales	662679	\$13,056.00	\$13,056.00	6269	Equip Replacement Ne	Other Company Servic
Airgas North Central	662680	\$2,709.09	\$7.38	6322	Welding	Materials & Supplies
			\$1,647.58	6322	WTED - Welding	Materials & Supplies
			\$248.01	6322	WTED - Welding	Materials & Supplies
			\$40.62	6322	WTED - Welding	Materials & Supplies
			\$550.95	6322	Jasper County Career	Materials & Supplies
			\$166.38	6322	WTED - Welding	Materials & Supplies
			\$37.10	6322	Welding	Materials & Supplies



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Airgas North Central	662680	\$2,709.09	\$11.07	6322	Welding	Materials & Supplies
Alliant Energy	662684	\$23,882.95	\$698.07	6190	Utilities	Utilities
			\$23,184.88	6190	Newton-Lease Operati	Utilities
Arnold Motor Supply	662690	\$4,567.69	\$499.20	6322	Heavy Diesel Equipme	Materials & Supplies
			\$2,619.80	6322	Heavy Diesel Equipme	Materials & Supplies
			\$1,309.90	6322	Heavy Diesel Equipme	Materials & Supplies
			\$8.59	6322	Story County Academy	Materials & Supplies
			\$130.20	6322	Heavy Diesel Equipme	Materials & Supplies
ATW Training & Consulting	662691	\$4,750.00	\$4,750.00	6015	Softskills Training	Consultant's Fees
Baker Mechanical Inc	662692	\$3,469.75	\$3,469.75	6090	Physical Plant Opera	Maintenance/Repair o
Beirman Furniture	662694	\$103,000.00	\$103,000.00	6322	Testing Center Remod	Materials & Supplies
Beissers Inc	662695	\$2,534.57	\$841.35	6511	Building Trades	Purchases for Resale
			\$1,693.22	6378	Criminal Justice Tra	Materials/Supplies f
Bobcat Company	662698	\$18,350.00	\$18,350.00	7100	Equipment Replacemen	Furniture, Machinery
Capital Sanitary Supply C	662702	\$6,042.08	\$194.58	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$120.90	6410	Custodial	Janitorial Materials
			\$168.75	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$558.12	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$729.72	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$197.25	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$528.69	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$56.57	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$1,070.27	6410	COVID19 CARES Act-Fi	Janitorial Materials

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Capital Sanitary Supply C	662702	\$6,042.08	\$389.16	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$77.00	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$35.00	6410	Custodial	Janitorial Materials
			\$815.17	6410	Custodial	Janitorial Materials
			\$70.96	6410	Custodial	Janitorial Materials
			\$690.77	6410	Custodial	Janitorial Materials
			\$180.00	6410	Custodial	Janitorial Materials
			\$32.82	6377	Custodial	Materials/Supplies f
			\$24.25	6410	Custodial	Janitorial Materials
			\$102.10	6410	Custodial	Janitorial Materials
CenturyLink	662708	\$5,696.60	\$507.00	6150	Campus Communication	Communications
			\$65.12	6150	Campus Communication	Communications
			\$93.16	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$632.35	6150	Campus Communication	Communications
			\$127.97	6150	Campus Communication	Communications
			\$169.25	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$242.28	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$532.35	6150	Communications	Communications
			\$630.00	6150	Campus Communication	Communications
Constellation NewEnergy G	662715	\$3,333.96	\$244.47	6190	Utilities	Utilities
			\$3,089.49	6190	Newton-Lease Operati	Utilities
Ellucian Company LP	662727	\$12,766.00	\$12,500.00	6269	Ellucian-Cloud/Self	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ellucian Company LP	662727	\$12,766.00	\$266.00	6265	Ellucian-Cloud/Self	Software Service Agr
FBG Service Corporation	662729	\$96,761.00	\$10,381.00	6030	Trail Point-Facility	Custodial Services
			\$2,247.00	6030	COVID19 CARES Act-Fi	Custodial Services
			\$32,959.00	6030	COVID19 CARES Act-Fi	Custodial Services
			\$7,571.00	6030	Physical Plant Opera	Custodial Services
			\$6,425.00	6030	Plant Operations - S	Custodial Services
			\$5,979.00	6030	Plant Operations, St	Custodial Services
			\$20,510.00	6030	Custodial	Custodial Services
			\$3,867.00	6030	Plant Operations, Pe	Custodial Services
			\$6,822.00	6030	Physical Plant Opera	Custodial Services
Forst Training and Consul	662733	\$13,370.00	\$7,190.00	6015	Softskills Training	Consultant's Fees
			\$4,200.00	6015	Softskills Training	Consultant's Fees
			\$1,980.00	6015	Softskills Training	Consultant's Fees
Go Big	662735	\$2,863.17	\$1,112.28	6322	Office of Dir, Marke	Materials & Supplies
			\$1,750.89	6322	Office of Dir, Marke	Materials & Supplies
Granite Telecommunication	662736	\$7,267.52	\$71.65	6150	Campus Communication	Communications
			\$236.85	6150	Campus Communication	Communications
			\$329.94	6150	Campus Communication	Communications
			\$119.28	6150	Campus Communication	Communications
			\$180.85	6150	Campus Communication	Communications
			\$229.43	6150	Campus Communication	Communications
			\$5,292.69	6150	Campus Communication	Communications
			\$382.88	6150	Campus Communication	Communications
			\$65.83	6150	Campus Communication	Communications
			\$120.23	6150	Campus Communication	Communications
			\$180.54	6150	Campus Communication	Communications
			\$57.35	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Area Education	662740	\$3,336.34	\$3,333.34 \$3.00	6269 6269	Mail Service Mail Service	Other Company Servic Other Company Servic
Heartland Business System	662741	\$4,917.15	\$4,917.15	6323	Urban Student Ctr-Te	Minor Equipment
Hodnett, Michael	662743	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Iowa State University / C	662755	\$7,376.00	\$7,376.00	6015	Manufacturing Skills	Consultant's Fees
Kanopy LLC	662758	\$2,769.00	\$2,272.00 \$460.00 \$37.00	6310 6310 6310	Equip Replacement Li Equip Replacement Li Equip Replacement Li	Library Books/Electr Library Books/Electr Library Books/Electr
Kelly Services Inc	662759	\$3,442.70	\$2,038.70 \$1,404.00	6269 6269	United Way-Evelyn Da United Way-Evelyn Da	Other Company Servic Other Company Servic
Kleis Consulting Group In	662760	\$23,600.00	\$23,600.00	6015	Softskills Training	Consultant's Fees
Lenovo Inc	662761	\$37,377.50	\$5,975.64 \$165.99 \$18,678.00 \$10,400.00 \$1,991.88 \$165.99	6322 6323 6323 6323 6322 6323	Urban Student Ctr-Te Equipment Replacemen Equipment Replacemen Equipment Replacemen Office of VP, Info S Office of VP, Info S	Materials & Supplies Minor Equipment Minor Equipment Minor Equipment Materials & Supplies Minor Equipment
Matco Tools	662766	\$4,552.20	\$14.68 \$88.98 \$19.56 \$3.32 \$4,042.18 \$366.12	1550 1550 1550 1550 1550 1550	Office of Controller Office of Controller Office of Controller Office of Controller Office of Controller Office of Controller	Prepaid Expenses Prepaid Expenses Prepaid Expenses Prepaid Expenses Prepaid Expenses Prepaid Expenses

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	NUMBER		AMOUNT	NUMBER		
Matco Tools	662766	\$4,552.20	\$17.36	1550	Office of Controller	Prepaid Expenses
McCaslin, Claudia Lane.	662768	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances
MidAmerican Energy Co	662774	\$6,611.47	\$1,305.12	6190	Physical Plant Opera	Utilities
			\$171.36	6190	Physical Plant Opera	Utilities
			\$2,317.71	6190	Physical Plant Opera	Utilities
			\$1,339.21	6190	Utilities	Utilities
			\$12.37	6190	Utilities	Utilities
			\$1,209.05	6190	Plant Operations - E	Utilities
			\$256.65	6190	Plant Operations - E	Utilities
Miller Construction	662777	\$7,200.00	\$7,200.00	6220	Grounds	Rental of Equipment
Mittera Group	662778	\$2,990.33	\$1,012.00	6120	Admission Processing	Printing/Reproductio
			\$1,978.33	6322	Information Systems	Materials & Supplies
Nelnet Business Solutions	662783	\$3,655.20	\$3,655.20	6269	Office of Controller	Other Company Servic
O'Meara, Brianne Rose.	662788	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Okoboji Wines	662790	\$6,958.95	\$6,958.95	6930	Beverage Account	Other Current Expens
Premier Staffing Inc	662796	\$7,589.55	\$2,214.40	6269	Financial Empowermen	Other Company Servic
			\$3,901.26	6269	United Way-Evelyn Da	Other Company Servic
			\$393.89	6269	United Way-Citizens	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
RJB Limited Family Partne	662800	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Securitas Security Servic	662807	\$63,123.98	\$31,912.13	6261	Non Tort Security In	Contracted Security

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	662807	\$63,123.98	\$653.40	6261	Office of Exec Dean,	Contracted Security
			\$4,454.18	6261	Non Tort Security In	Contracted Security
			\$2,533.59	6261	Non Tort Security In	Contracted Security
			\$21,904.68	6261	Non Tort Security In	Contracted Security
			\$1,666.00	6261	Non Tort Security In	Contracted Security
Sigler Companies	662810	\$2,807.01	\$619.51	6322	International Week	Materials & Supplies
			\$2,187.50	6511	International Week	Purchases for Resale
SKC Communication Product	662811	\$65,251.14	\$263.22	6322	Office of VP, Info S	Materials & Supplies
			\$4,769.39	6323	Urban Student Ctr-Te	Minor Equipment
			\$59,165.65	6323	Urban Student Ctr-Te	Minor Equipment
			\$1,052.88	6322	Automotive Project-T	Materials & Supplies
Summerfield Hotel LLC	662813	\$3,931.20	\$3,931.20	6269	Continuing Ed, 2 Day	Other Company Servic
Sysco Food Services of Io	662815	\$3,361.93	\$195.35	6518	Hospitality Careers	Gourmet Dinners
			\$191.34	6518	Hospitality Careers	Gourmet Dinners
			\$41.75	6322	Culinary Arts	Materials & Supplies
			\$24.58	6519	Bistro	College Inn
			\$24.95	6519	Bistro	College Inn
			\$1,957.26	6322	Culinary Arts	Materials & Supplies
			\$926.70	6519	Bistro	College Inn
Thompson, Jack D.	662817	\$6,450.00	\$6,450.00	6015	Manufacturing Skills	Consultant's Fees
Three Elements Consulting	662818	\$6,187.50	\$6,187.50	6015	Office of VP, Info S	Consultant's Fees
Triple Bottom Consulting	662822	\$2,875.00	\$2,875.00	6269	Goldman Sachs-10,000	Other Company Servic
Walsh Door and Security	662834	\$20,503.11	\$20,503.11	6378	Criminal Justice Tra	Materials/Supplies f

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	662840	\$5,671.02	\$211.69	6220	Copy Center	Rental of Equipment
			\$258.72	6220	Copy Center	Rental of Equipment
			\$496.00	6220	Copy Center	Rental of Equipment
			\$26.07	6322	Copy Center	Materials & Supplies
			\$689.05	6220	Copy Center	Rental of Equipment
			\$423.72	6322	Copy Center	Materials & Supplies
			\$263.83	6220	Copy Center	Rental of Equipment
			\$526.19	6220	Copy Center	Rental of Equipment
			\$54.56	6322	Copy Center	Materials & Supplies
			\$774.16	6220	Copy Center	Rental of Equipment
			\$90.18	6322	Copy Center	Materials & Supplies
			\$439.88	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$466.63	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$686.51	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$263.83	6220	Copy Center	Rental of Equipment
Your Clear Next Step LLC	662841	\$9,747.00	\$4,500.00	6015	Softskills Training	Consultant's Fees
			\$2,700.00	6015	Softskills Training	Consultant's Fees
			\$2,547.00	6015	Softskills Training	Consultant's Fees
Allender Butzke Engineers	662858	\$2,830.00	\$837.46	6015	Urban Student Center	Consultant's Fees
			\$575.06	6015	Urban Student Center	Consultant's Fees
			\$931.36	6015	Carroll Welding Buil	Consultant's Fees
			\$486.12	6015	Urban Student Center	Consultant's Fees
Alliant Energy	662859	\$26,342.53	\$784.91	6190	Utilities	Utilities
			\$38.88	6190	Utilities	Utilities
			\$7,699.19	6190	Utilities	Utilities
			\$888.73	6190	Utilities	Utilities
			\$7,284.70	6190	Utilities	Utilities
			\$1,595.59	6190	Utilities	Utilities

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Alliant Energy	662859	\$26,342.53	\$974.43	6190	Utilities	Utilities
			\$2,754.13	6190	Boone Campus Housing	Utilities
			\$213.37	6190	Building Rental for	Utilities
			\$1,357.26	6190	Boone Campus Housing	Utilities
			\$2,751.34	6190	Boone Campus Housing	Utilities
ATW Training & Consulting	662864	\$4,750.00	\$4,750.00	6015	Softskills Training	Consultant's Fees
Badding Construction Inc.	662865	\$269,281.91	\$269,281.91	7600	Carroll Welding Buil	Buildings and Fixed
Baker Mechanical Inc	662866	\$9,441.67	\$9,441.67	6269	Newton-Lease Operati	Other Company Servic
Beissers Inc	662868	\$3,853.54	\$3,711.79	6378	Criminal Justice Tra	Materials/Supplies f
			\$141.75	6378	Criminal Justice Tra	Materials/Supplies f
Bolton and Hay Inc	662870	\$3,306.00	\$3,306.00	7100	Equipment Replacemen	Furniture, Machinery
Brainchild Unlimited Inc	662872	\$21,000.00	\$21,000.00	6322	AEFLA-GEER Funding	Materials & Supplies
Brand Aid, Inc	662873	\$4,142.00	\$4,142.00	6322	Goldman Sachs-10,000	Materials & Supplies
Brockway Mechanical & Roo	662874	\$134,339.50	\$134,339.50	7600	Boone Multi-Purpose	Buildings and Fixed
Central States Roofing	662879	\$11,647.00	\$11,647.00	7600	Boone Multi-Purpose	Buildings and Fixed
Choice Creative Solutions	662881	\$11,750.00	\$3,000.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$2,250.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$2,000.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$500.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$1,500.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$2,000.00	6110	Office of Dir, Marke	Information Svcs/Pub



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Choice Creative Solutions	662881	\$11,750.00	\$500.00	6110	Office of Dir, Marke	Information Svcs/Pub
City of Boone	662885	\$8,377.29	\$28.14	6190	Utilities	Utilities
			\$184.70	6190	Utilities	Utilities
			\$183.57	6190	Utilities	Utilities
			\$798.29	6190	Utilities	Utilities
			\$279.00	6190	Utilities	Utilities
			\$34.11	6190	Utilities	Utilities
			\$1,121.83	6190	Utilities	Utilities
			\$264.52	6190	Utilities	Utilities
			\$833.20	6190	Boone Campus Housing	Utilities
			\$4,649.93	6190	Boone Campus Housing	Utilities
Cleo Communications Holdi	662886	\$3,460.43	\$3,460.43	6265	Non Tort Equip Maint	Software Service Agr
Computer Comforts, Inc	662889	\$3,853.02	\$3,853.02	6323	Equipment Replacemen	Minor Equipment
Constellation NewEnergy G	662891	\$9,846.40	\$9,846.40	6190	Utilities	Utilities
CustomOne CFO & Controlle	662898	\$7,750.00	\$4,000.00	6015	Softskills Training	Consultant's Fees
			\$3,750.00	6015	Softskills Training	Consultant's Fees
Davis Brown Koehn Shors a	662899	\$8,521.00	\$3,739.50	6013	Economic Development	Legal Fees
			\$3,382.00	6013	Tort Insurance	Legal Fees
			\$210.00	6013	Bldg 13-Automotive R	Legal Fees
			\$1,189.50	6013	Office of the Presid	Legal Fees
DLR Group Inc	662906	\$17,325.36	\$6,325.48	6019	Carroll Welding Buil	Prof Svcs-Individual
			\$10,999.88	6019	Bldg 13-Automotive R	Prof Svcs-Individual
DLR Group Inc	662907	\$9,421.57	\$9,421.57	6019	Boone Multi-Purpose	Prof Svcs-Individual

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Drake University	662909	\$3,000.00	\$3,000.00	6040	Office of Dean, Heal	Memberships
EMC Insurance Companies	662910	\$25,000.00	\$25,000.00	6269	Tort Insurance	Other Company Servic
Energy Control Technologi	662912	\$5,598.50	\$1,871.39	6269	Energy Control Tec #	Other Company Servic
			\$3,727.11	6269	Energy Control Tec #	Other Company Servic
Enterprise Electric Inc	662913	\$104,622.65	\$104,622.65	7600	Boone Multi-Purpose	Buildings and Fixed
Enterprise Precast Concre	662914	\$4,420.42	\$4,420.42	6060	Boone Multi-Purpose	Maintenance/Repair o
FHEG Ankeny Bookstore #10	662917	\$37,807.99	\$25,588.89	2019	Follett Bookstore	Accounts Payable Acc
			\$211.89	6322	STRIVE	Materials & Supplies
			\$524.17	6322	Web Based/Online-Hig	Materials & Supplies
			\$300.25	6322	Web Based/Online Lea	Materials & Supplies
			\$245.96	6322	Ankeny Career Academ	Materials & Supplies
			\$108.43	6322	Office of Exec Dean,	Materials & Supplies
			\$140.49	6322	Office of Exec Dean,	Materials & Supplies
			\$17.00	6322	Criminal Justice	Materials & Supplies
			\$458.55	2019	Follett Bookstore	Accounts Payable Acc
			\$137.99	4027	Budgeted Revenue	Tuition Waived
			\$1,235.86	6322	PACE Program 260H	Materials & Supplies
			\$382.75	6322	GAP Tuition Assistan	Materials & Supplies
			\$1,755.00	6322	Warren County Career	Materials & Supplies
			\$49.00	2019	Follett Bookstore	Accounts Payable Acc
			\$361.73	2019	Follett Bookstore	Accounts Payable Acc
			\$417.25	2019	Follett Bookstore	Accounts Payable Acc
			\$357.16	2019	Follett Bookstore	Accounts Payable Acc
			\$2,398.24	2019	Follett Bookstore	Accounts Payable Acc
			\$2,221.46	2019	Follett Bookstore	Accounts Payable Acc
			\$182.00	6322	Manufacturing Techno	Materials & Supplies

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FHEG Ankeny Bookstore #10	662917	\$37,807.99	\$1,903.20	6322	Perry Operations	Materials & Supplies
Fidelity and Guaranty Lif	662918	\$11,289.24	\$3,936.84	6269	Fidelity Life #3 260	Other Company Servic
			\$526.15	6269	Fidelity Life #3 260	Other Company Servic
			\$6,826.25	6269	Fidelity Life #3 260	Other Company Servic
GateHouse Media Iowa LLC	662920	\$2,999.00	\$2,999.00	6110	Office of Exec Dean,	Information Svcs/Pub
Global Music Rights LLC	662922	\$2,501.10	\$2,501.10	6269	Organization & Opera	Other Company Servic
Heartland Business System	662927	\$37,017.91	\$393.36	6323	Urban Student Ctr-Te	Minor Equipment
			\$27,223.35	6323	Urban Student Ctr-Te	Minor Equipment
			\$4,097.94	6323	Urban Student Ctr-Te	Minor Equipment
			\$1,000.00	6269	Technical Update Equ	Other Company Servic
			\$2,405.00	6269	Technical Update Equ	Other Company Servic
			\$1,898.26	6323	Equipment Replacemen	Minor Equipment
Henry Schein	662928	\$7,568.00	\$7,568.00	7100	Equip Replacement He	Furniture, Machinery
HP Inc	662929	\$5,512.80	\$5,512.80	6323	Technical Update Equ	Minor Equipment
Iowa Communications Netwo	662936	\$25,074.23	\$5.76	6150	Campus Communication	Communications
			\$6.73	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$7,008.59	6150	Campus Communication	Communications
			\$17,447.65	6150	Campus Communication	Communications
			\$583.52	6150	Campus Communication	Communications
			\$19.83	6150	Campus Communication	Communications
Iowa Department of Transp	662938	\$16,000.00	\$16,000.00	7400	Motorcycle and Moped	Vehicles
JDSO Inc	662941	\$11,000.00	\$560.00	6269	Red Boot Distillery	Other Company Servic

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JDSO Inc	662941	\$11,000.00	\$1,200.00	6269	Red Boot Distillery	Other Company Servic
			\$1,120.00	6269	Red Boot Distillery	Other Company Servic
			\$3,200.00	6269	Red Boot Distillery	Other Company Servic
			\$1,920.00	6269	Red Boot Distillery	Other Company Servic
			\$1,960.80	6269	Red Boot Distillery	Other Company Servic
			\$479.20	6269	Red Boot Distillery	Other Company Servic
			\$560.00	6269	Red Boot Distillery	Other Company Servic
Kruck Plumbing and Heatin	662945	\$234,874.20	\$183,274.00	7600	Boone Multi-Purpose	Buildings and Fixed
			\$51,600.20	7600	Boone Multi-Purpose	Buildings and Fixed
Lenovo Inc	662948	\$5,206.00	\$2,670.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$2,536.00	6323	Urban Student Ctr-Te	Minor Equipment
Mid West 3D Solutions LLC	662955	\$3,600.00	\$3,600.00	6265	Non Tort Equip Maint	Software Service Agr
MidAmerican Energy Co	662956	\$49,417.50	\$2,447.67	6190	Plant Operations-Cap	Utilities
			\$3,206.47	6190	Physical Plant Opera	Utilities
			\$43,763.36	6190	Utilities	Utilities
Mohawk Resources Ltd	662961	\$6,260.74	\$6,260.74	7100	Equip Replacement In	Furniture, Machinery
Oracle Corporation	662975	\$4,186.89	\$4,011.07	6265	Non Tort Equip Maint	Software Service Agr
			\$175.82	6060	Non Tort Equip Maint	Maintenance/Repair o
Orning Glass Company	662976	\$78,135.60	\$78,135.60	7600	Boone Multi-Purpose	Buildings and Fixed
Premier Marketing Group L	662985	\$3,220.00	\$3,066.00	6322	Womens' Basketball B	Materials & Supplies
			\$154.00	6322	Womens' Basketball B	Materials & Supplies
R H Grabau Construction I	662988	\$153,621.61	\$153,621.61	7600	Boone Multi-Purpose	Buildings and Fixed

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Results Group LLC	662990	\$3,600.00	\$1,080.00	6015	Softskills Training	Consultant's Fees
			\$540.00	6015	Softskills Training	Consultant's Fees
			\$540.00	6015	Softskills Training	Consultant's Fees
			\$450.00	6015	Softskills Training	Consultant's Fees
			\$450.00	6015	Softskills Training	Consultant's Fees
			\$540.00	6015	Softskills Training	Consultant's Fees
Robison Electric LLC	662992	\$4,588.20	\$4,588.20	6269	Newton Maytag Campus	Other Company Servic
Rochon Corporation of Iow	662993	\$494,357.46	\$494,357.46	7600	Bldg 13-Automotive R	Buildings and Fixed
Securitas Security Servic	663000	\$62,069.97	\$27,920.99	6261	Non Tort Security In	Contracted Security
			\$18,175.60	6261	Non Tort Security In	Contracted Security
			\$2,174.40	6261	Non Tort Security In	Contracted Security
			\$4,566.24	6261	Non Tort Security In	Contracted Security
			\$1,890.00	6261	Non Tort Security In	Contracted Security
			\$447.51	6261	Non Tort Security In	Contracted Security
			\$2,215.32	6261	Non Tort Security In	Contracted Security
			\$4,027.59	6261	Non Tort Security In	Contracted Security
			\$652.32	6261	Office of Exec Dean,	Contracted Security
Seuferer, Kent Lee.	663001	\$2,505.88	\$73.83	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
			\$678.75	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
			\$833.00	6019	Iowa HOSA - Fiscal A	Prof Svcs-Individual
			\$833.00	6019	Iowa HOSA - Fiscal A	Prof Svcs-Individual
			\$87.30	6230	Iowa HOSA - Fiscal A	Postage and Expediti
Shive Hattery Inc	663002	\$25,713.49	\$25,713.49	6019	Urban Student Center	Prof Svcs-Individual
State Steel Supply Co	663007	\$3,012.60	\$3,012.60	6322	Welding	Materials & Supplies
Summerfield Hotel LLC	663009	\$3,197.60	\$3,197.60	6269	Continuing Ed, 2 Day	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Sysco Food Services of Io	663011	\$3,140.62	\$155.03	6519	Bistro	College Inn
			\$195.69	6518	Hospitality Careers	Gourmet Dinners
			\$12.95	6518	Hospitality Careers	Gourmet Dinners
			\$972.58	6322	Jasper County Career	Materials & Supplies
			\$778.15	6322	Culinary Arts	Materials & Supplies
			\$330.34	6322	Hospitality Careers	Materials & Supplies
			\$695.88	6518	Hospitality Careers	Gourmet Dinners
DMACC Child Care	663026	\$3,003.71	\$3,003.71	2299	Payroll Office	Other Employee Deduc
Garcia Professional Solut	663036	\$5,000.00	\$4,999.25	6268	Ticket to Work-Socia	Contracted Services-
			\$0.75	6268	Central IA Wrkfrce I	Contracted Services-
Airgas North Central	663039	\$3,603.60	\$1,895.69	6460	Continuing Ed, Manuf	Other Materials and
			\$334.38	6322	WTED - Welding	Materials & Supplies
			\$35.64	6322	WTED - Welding	Materials & Supplies
			\$416.08	6322	WTED - Welding	Materials & Supplies
			\$38.34	6322	Auto Service	Materials & Supplies
			\$143.91	6322	WTED - Welding	Materials & Supplies
			\$431.64	6322	WTED - Welding	Materials & Supplies
			\$307.92	6322	Jasper County Career	Materials & Supplies
All Makes Office Interior	663040	\$16,704.47	\$16,704.47	6323	Boone Multi Purpose	Minor Equipment
Allender Butzke Engineers	663041	\$7,317.39	\$721.68	6015	Urban Student Center	Consultant's Fees
			\$819.48	6015	Bldg 13-Automotive R	Consultant's Fees
			\$1,553.68	6015	Urban Student Center	Consultant's Fees
			\$821.71	6015	Urban Student Center	Consultant's Fees
			\$1,862.72	6015	Carroll Welding Buil	Consultant's Fees
			\$1,538.12	6015	Carroll Welding Buil	Consultant's Fees
American Heritage Life In	663043	\$4,493.98	\$899.36	2287	Payroll Office	Cancer Insurance Pay

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
American Heritage Life In	663043	\$4,493.98	\$1,896.50	2286	Payroll Office	Accident Insurance P
			\$93.20	2289	Payroll Office	Hospitalization Insu
			\$1,604.92	2288	Payroll Office	Critical Illness Ins
Capital Sanitary Supply C	663050	\$2,732.11	\$1,344.40	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$38.44	6410	Custodial	Janitorial Materials
			\$166.67	6377	Custodial	Materials/Supplies f
			\$16.10	6377	Custodial	Materials/Supplies f
			\$161.52	6377	Custodial	Materials/Supplies f
			\$746.58	6410	Custodial	Janitorial Materials
			\$161.38	6410	Custodial	Janitorial Materials
			\$97.02	6410	Custodial	Janitorial Materials
Cassandra R Halls	663051	\$3,160.00	\$3,160.00	6015	Softskills Training	Consultant's Fees
CenturyLink	663053	\$3,894.80	\$3,894.80	6150	Campus Communication	Communications
City of Ankeny	663055	\$10,864.36	\$3,078.75	6190	Utilities	Utilities
			\$30.44	6190	Utilities	Utilities
			\$31.65	6190	Utilities	Utilities
			\$2,415.90	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$62.30	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$32.87	6190	Utilities	Utilities
			\$3,037.76	6190	Utilities	Utilities
			\$98.75	6190	Utilities	Utilities
			\$236.63	6190	Utilities	Utilities
			\$86.60	6190	Utilities	Utilities
			\$603.78	6190	Utilities	Utilities

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
City of Ankeny	663055	\$10,864.36	\$62.30	6190	Utilities	Utilities
			\$800.98	6190	Physical Plant Opera	Utilities
			\$62.30	6190	Utilities	Utilities
Computer Comforts, Inc	663057	\$14,516.64	\$14,516.64	6323	Urban Student Ctr-Fu	Minor Equipment
Delta Dental Plan of Iowa	663063	\$4,059.80	\$4,059.80	2285	Payroll Office	Vision Insurance Pay
Des Moines Water Works	663065	\$3,083.98	\$656.89	6190	Physical Plant Opera	Utilities
			\$1,497.22	6190	Utilities	Utilities
			\$386.84	6190	Physical Plant Opera	Utilities
			\$124.71	6190	Utilities	Utilities
			\$418.32	6190	Utilities	Utilities
FHEG Ankeny Bookstore #10	663068	\$16,427.00	\$3,815.00	4550	Web Based Instructio	Textbooks
			\$11,854.00	4550	Web Based Instructio	Textbooks
			\$250.00	6322	Web Based/Online Lea	Materials & Supplies
			\$508.00	6322	Web Based/Online Lea	Materials & Supplies
Gov Connection Inc	663072	\$33,110.54	\$12,198.62	6323	Office of VP, Info S	Minor Equipment
			\$20,911.92	6323	Office of VP, Info S	Minor Equipment
Heartland Finishes Inc	663075	\$5,328.38	\$5,328.38	6090	Testing Center Remod	Maintenance/Repair o
Holmes Murphy & Associat	663077	\$18,780.70	\$38.70	5910	Workers Compensation	Workmen's Comp Insur
			\$4,913.10	6180	Non Tort Insurance	Insurance
			\$13,492.00	6180	Tort Insurance	Insurance
			\$628.00	5910	Workers Compensation	Workmen's Comp Insur
			\$6,004.90	6180	Tort Insurance	Insurance
			-\$6,296.00	5910	Workers Compensation	Workmen's Comp Insur
Iowa Department of Transp	663081	\$4,100.11	\$4,100.11	6322	Civil Engineering Te	Materials & Supplies



VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Kelly Services Inc	663087	\$3,442.70	\$2,038.70	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
Lenovo Inc	663089	\$6,975.00	\$6,750.00	6323	Urban Student Ctr-Te	Minor Equipment
			\$225.00	6323	Equipment Replacemen	Minor Equipment
Lincoln National Life Ins	663090	\$77,655.74	\$1,576.50	2259	Payroll Office	Dep Supp Life Ins Pa
			\$12,084.74	2256	Payroll Office	ST Disability - B In
			\$5,522.76	2255	Payroll Office	ST Disability - A In
			\$18,691.04	2254	Payroll Office	Long Term Disability
			\$26,628.50	2253	Payroll Office	Basic Life Insurance
			\$3,099.35	2258	Payroll Office	Spouse Opt Life Ins
Man Up Iowa	663091	\$5,083.34	\$10,052.85	2257	Payroll Office	Emp Opt Life Ins Pay
Man Up Iowa	663091	\$5,083.34	\$5,083.34	6269	United Way-Man Up Io	Other Company Servic
Mediacom	663092	\$3,037.32	\$3,037.32	6190	Boone Campus Housing	Utilities
MidAmerican Energy Co	663093	\$14,877.80	\$11,324.03	6190	Utilities	Utilities
			\$550.02	6190	Plant Operations - S	Utilities
			\$3,003.75	6190	Plant Operations - S	Utilities
MidAmerican Energy Co	663094	\$17,138.70	\$17,138.70	6190	Criminal Justice Tra	Utilities
Mythics Inc	663100	\$27,690.37	\$27,690.37	6265	Non Tort Equip Maint	Software Service Agr
New Century FS Inc	663102	\$3,338.01	\$2,201.74	6420	Transportation	Vehicle Materials an
			\$746.99	6420	Transportation	Vehicle Materials an
			\$389.28	6420	Transportation	Vehicle Materials an
OPN Architects	663104	\$20,595.96	\$1,618.86	6269	Newton Maytag Campus	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
OPN Architects	663104	\$20,595.96	\$1,334.70	6269	Newton Maytag Campus	Other Company Servic
			\$17,462.40	6269	Newton Maytag Campus	Other Company Servic
			\$180.00	6269	Newton Maytag Campus	Other Company Servic
Premier Staffing Inc	663107	\$6,498.84	\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$2,992.04	6269	United Way-Evelyn Da	Other Company Servic
			\$1,319.60	6269	Hy-Vee-Summer Youth/	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
Reserve Account	663110	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Reynolds & Reynolds Inc	663112	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Sirius Computer Solutions	663118	\$5,889.06	\$5,889.06	6265	Non Tort Equip Maint	Software Service Agr
Summerfield Hotel LLC	663120	\$3,360.00	\$3,360.00	6269	Continuing Ed, 2 Day	Other Company Servic
Systems Management and Ba	663122	\$10,000.00	\$6,000.00	6019	Boone Multi-Purpose	Prof Svcs-Individual
			\$4,000.00	6019	Bldg 13-Automotive R	Prof Svcs-Individual
Thomas Green Consulting L	663124	\$3,225.00	\$3,225.00	6015	Softskills Training	Consultant's Fees
VanWall Equipment Inc	663126	\$10,000.00	\$10,000.00	6220	Dallas County Farm O	Rental of Equipment
Veel Hoeden Consulting LL	663127	\$6,820.00	\$6,820.00	6015	Softskills Training	Consultant's Fees
Verizon Wireless	663128	\$33,074.04	\$80.02	6150	Library	Communications
			\$121.76	6150	Office of Exec Dean,	Communications
			\$60.88	6150	Associate Dean, Urba	Communications
			\$40.01	6150	Office of Exec Dean,	Communications
			\$149.75	6150	Office of Exec Dean,	Communications

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION	ACCOUNT	INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Verizon Wireless	663128	\$33,074.04	\$138.42	6150	Grounds	Communications
			\$282.52	6150	Office of the Dir, P	Communications
			\$88.11	6150	Transportation	Communications
			\$765.94	6150	Mechanical Maintenanc	Communications
			\$74.46	6150	Custodial	Communications
			\$58.48	6150	Upward Bound Year 27	Communications
			\$111.76	6150	Special Projects	Communications
			\$117.35	6150	Vice President, Enro	Communications
			\$106.95	6150	CPI Office	Communications
			\$203.52	6150	Trail Point-Facility	Communications
			\$655.17	6150	Civil Engineering Te	Communications
			\$45.01	6150	Safety Committee	Communications
			\$186.22	6150	Physical Plant Opera	Communications
			\$111.76	6150	Physical Plant Opera	Communications
			\$148.99	6150	Physical Plant Opera	Communications
			\$50.88	6150	Physical Plant Opera	Communications
			\$50.88	6150	Office of Exec Dir,	Communications
			\$1,689.38	6150	WLAN Support	Communications
			\$50.88	6150	Motorcycle and Moped	Communications
			\$90.89	6150	Office of Dir, Marke	Communications
			\$50.88	6150	Office of Exec Dir,	Communications
			\$875.08	6150	Library	Communications
			\$40.01	6150	Boone Athletic Depar	Communications
			\$120.07	6150	Volleyball	Communications
			\$30.02	6150	Veterinary Technician	Communications
			\$50.88	6150	Admission Processing	Communications
			\$101.76	6150	Special Needs	Communications
			\$172.64	6150	Story County Academy	Communications
			\$45.01	6150	Baseball Booster Clu	Communications
			\$101.76	6150	Boone Campus Housing	Communications
			\$100.89	6150	Judicial Office	Communications

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Verizon Wireless	663128	\$33,074.04	\$60.88	6150	Jasper County Career	Communications
			\$98.11	6150	Office Exec Dir, Ins	Communications
			\$140.00	6150	Manufacturing Techno	Communications
			\$1,032.52	6150	Equipment Replacemen	Communications
			\$47.23	6150	Workforce Developmen	Communications
			\$50.88	6150	Perry Operations	Communications
			\$50.88	6150	Plant Operations - S	Communications
			\$325.28	6150	WTED-General Exp	Communications
			\$60.88	6150	GED Testing	Communications
			\$437.17	6150	Economic Development	Communications
			\$48.90	6150	Utilities	Communications
			\$80.02	6150	Equipment Replacemen	Communications
			\$50.88	6150	Office of Exec Dir,	Communications
			\$37.23	6150	Continuing Ed, 2 Day	Communications
			\$47.23	6150	Continuing Ed, Trade	Communications
			\$37.23	6150	Director, Nursing	Communications
			\$74.46	6150	Dental Assistant	Communications
			\$111.76	6150	Respiratory Therapy	Communications
			\$141.77	6150	Office of the Presid	Communications
			\$37.23	6150	Transportation Insti	Communications
			\$47.23	6150	Heating/AC/Refrig Te	Communications
			\$50.88	6150	Office of Dean, Heal	Communications
			\$60.88	6150	Student Records/Serv	Communications
			\$111.76	6150	Office of Exec Dean,	Communications
			\$479.95	6150	Ankeny Career Academ	Communications
			\$311.88	6150	Southridge Miscellan	Communications
			\$152.64	6150	Global & Comm Engage	Communications
			\$600.15	6150	YouthBuild Project	Communications
			\$63.25	6150	United Way-COVID Eve	Communications
			\$81.54	6150	GEAR UP Program/Iowa	Communications
			\$4,001.02	6150	COVID19 CARES Act-Fi	Communications

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Verizon Wireless	663128	\$33,074.04	\$8,613.50	6150	COVID19 CARES Act-Fi	Communications
			\$5,613.22	6150	COVID19 CARES Act-Fi	Communications
			\$80.20	6150	IA College Aid-Carro	Communications
			\$0.88	6150	DOL-Job Corp Scholar	Communications
			\$617.09	6150	Career Advantage-Enr	Communications
			\$101.76	6150	Office of Dean, Scie	Communications
			\$40.01	6150	Honors Program	Communications
			\$270.75	6150	Non Tort Security In	Communications
			\$47.23	6150	Web Based/Online Lea	Communications
			\$60.88	6150	Office of Exec Dean,	Communications
			\$47.23	6150	Physical Plant Opera	Communications
			\$54.12	6150	Newton-Lease Operati	Communications
			\$537.10	6150	TSA Officer Educatio	Communications
			\$40.01	6150	Softball Booster Clu	Communications
			\$203.52	6150	Non Tort Security In	Communications
			\$60.88	6150	Water Treatment	Communications
			\$214.88	6150	Southridge Credit Op	Communications
			\$319.19	6150	Recruiting	Communications
			\$50.88	6150	YouthBuild Project	Communications
Vertex Software	663129	\$12,839.22	\$139.42	6269	Vertex Software #1 2	Other Company Servic
			\$841.32	6269	Vertex Software #1 2	Other Company Servic
			\$470.80	6269	Vertex Software #1 2	Other Company Servic
			\$5.63	6269	Vertex Software #1 2	Other Company Servic
			\$223.08	6269	Vertex Software #1 2	Other Company Servic
			\$367.50	6269	Vertex Software #1 2	Other Company Servic
			\$576.90	6269	Vertex Software #1 2	Other Company Servic
			\$1,369.86	6269	Vertex Software #1 2	Other Company Servic
			\$336.56	6269	Vertex Software #1 2	Other Company Servic
			\$2,649.15	6269	Vertex Software #1 2	Other Company Servic
			\$453.12	6269	Vertex Software #1 2	Other Company Servic

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Vertex Software	663129	\$12,839.22	\$1,103.40	6269	Vertex Software #1 2	Other Company Servic
			\$4,302.48	6269	Vertex Software #1 2	Other Company Servic
Vertex Software	663130	\$48,496.90	\$2,138.15	6269	Vertex Software #1 2	Other Company Servic
			\$2,271.83	6269	Vertex Software #1 2	Other Company Servic
			\$1,522.73	6269	Vertex Software #1 2	Other Company Servic
			\$2,027.77	6269	Vertex Software #1 2	Other Company Servic
			\$14,500.00	6269	Vertex Software #1 2	Other Company Servic
			\$2,428.80	6269	Vertex Software #2 2	Other Company Servic
			\$288.48	6269	Vertex Software #2 2	Other Company Servic
			\$488.97	6269	Vertex Software #2 2	Other Company Servic
			\$144.24	6269	Vertex Software #2 2	Other Company Servic
			\$1,586.20	6269	Vertex Software #2 2	Other Company Servic
			\$233.36	6269	Vertex Software #2 2	Other Company Servic
			\$258.42	6269	Vertex Software #2 2	Other Company Servic
			\$817.40	6269	Vertex Software #2 2	Other Company Servic
			\$7,046.14	6269	Vertex Software #2 2	Other Company Servic
			\$8,585.03	6269	Vertex Software #2 2	Other Company Servic
			\$2,189.28	6269	Vertex Software #2 2	Other Company Servic
			\$1,970.10	6269	Vertex Software #1 2	Other Company Servic
Your Clear Next Step LLC	663134	\$17,953.00	\$10,914.00	6015	Softskills Training	Consultant's Fees
			\$2,250.00	6015	Softskills Training	Consultant's Fees
			\$2,250.00	6015	Softskills Training	Consultant's Fees
			\$2,539.00	6015	Softskills Training	Consultant's Fees
REPORT TOTAL			\$7,299,812.26			

December 14, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of December, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning the new jobs training agreements between the College and various companies and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Directing the Sale and Authorizing the Issuance of \$7,500,000 Taxable New Jobs Training Certificates (Multiple Projects 51) and Providing for the Securing of Such Certificates for the Purpose of Carrying Out New Jobs Training Programs". The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:


<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



RESOLUTION DIRECTING THE SALE AND AUTHORIZING  
THE ISSUANCE OF \$7,500,000 TAXABLE NEW JOBS  
TRAINING CERTIFICATES (MULTIPLE PROJECTS 51) AND  
PROVIDING FOR THE SECURING OF SUCH CERTIFICATES  
FOR THE PURPOSE OF CARRYING OUT NEW JOBS  
TRAINING PROGRAMS

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to New Jobs Training Programs with the companies set forth below (hereinafter referred to as the "Companies"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College:

<u>Company</u>	<u>Project Location</u>
Accu-Mold LLC	1711 S.E. Oralabor Road Ankeny, IA 50021
Allegiant Air, LLC	5800 Fleur Drive Des Moines, IA 50321
Amcor Rigid Packaging USA, LLC	520 Bell Avenue Ames, IA 50020

Ankeny Facility, LLC	3401 S.E. Convenience Blvd. Ankeny, IA 50021
Burke Marketing Corporation	1516 South D. Avenue Nevada, IA 50201
Casey's Retail Company	1 SE Convenience Blvd. Ankeny, IA 50021
eWay Corp.	5721 Merle Hay Rd., #22 Johnston, IA 50131
Fidelity & Guaranty Life Business Services, Inc.	601 Locust Street, Floor 14 Des Moines, IA 50309
GKAT Reclamation Reclamation, LLC	1745 NE 58th Avenue Des Moines, IA 50313
GlobalVetLink, L.C.	2604 Northridge Parkway Ames, IA 50010
Gross-Wen Technologies, Inc.	404 Main Street Slater, IA 50244
Igor, Inc.	2700 Westown Pkwy, Suite 400 West Des Moines, IA 50266
JDSO, Inc.	1300 SE Little Beaver Dr., Suite 101 Grimes, IA 50111
Lenderclose, Inc.	3001 Westown Parkway, #200 West Des Moines, IA 50266
Midland National Life Insurance Company	4350 Westown Pkwy West Des Moines, IA 50266
Mid-States Material Handling & Fabrication	1113 South D Ave. Nevada, IA 50201
Mid-States Millwright & Builders, Inc.	1116 South B Ave. Nevada, IA 50201
Navigate Wellness, LLC	140 S. 68 <sup>th</sup> Street, Suite 2200 West Des Moines, IA 50266
Oakland Corporation	414 Broad Street Story City, IA 50248

Power Brace, L.L.C.

5153 NE 17<sup>th</sup> St.  
Des Moines, IA 50313

U.S. Engineered Wood, Inc.

927 North 19<sup>th</sup> Ave.  
Newton, IA 50208

Webspec Design, LLC

5907 Mercedith Dr.  
Urbandale, IA 50322

WHEREAS, most of the Projects will include jobs which the applicable Companies have agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which those Companies have agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College and the Companies have heretofore entered into Industrial New Jobs Training Agreements (the "Agreements") as authorized by the Act; and

WHEREAS, the Act authorizes the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue New Jobs Training Certificates which will provide the aggregate funding for all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its Taxable New Jobs Training Certificates pursuant to the provisions of the Act in the amount of \$4,425,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in the amount of \$3,075,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company (such amounts shall be proportionately adjusted by the officers of the College to reflect the final principal amounts of and original issue premium paid for the Certificates):

<u>Company</u>	<u>Certificates Under the Act</u>	<u>Certificates Under the Supplemental Act</u>	<u>Total Amount</u>
Accu-Mold LLC	\$185,000	\$85,000	\$270,000
Allegiant Air, LLC	420,000	310,000	730,000
Amcor Rigid Packaging USA, LLC	102,500	57,500	160,000
Ankeny Facility, LLC	275,000	105,000	380,000
Burke Marketing Corporation	525,000	210,000	735,000
Casey's Retail Company	955,000	920,000	1,875,000
eWay Corp.	60,000	15,000	75,000
Fidelity & Guaranty Life Business Services, Inc.	530,000	485,000	1,015,000

GKAT Reclamation Reclamation, LLC	77,500	22,500	100,000
GlobalVetLink, L.C.	77,500	72,500	150,000
Gross-Wen Technologies, Inc.	57,500	12,500	70,000
Igor, Inc.	270,000	270,000	540,000
JDSO, Inc.	35,000		35,000
Lenderclose, Inc.	55,000	45,000	100,000
Midland National Life Insurance Company	210,000	210,000	420,000
Mid-States Material Handling & Fabrication	32,500	12,500	45,000
Mid-States Millwright & Builders, Inc.	120,000	75,000	195,000
Navigate Wellness, LLC	125,000	65,000	190,000
Oakland Corporation	37,500	37,500	75,000
Power Brace, L.L.C.	110,000		110,000
U.S. Engineered Wood, Inc.	65,000	10,000	75,000
Webspec Design, LLC	100,000	55,000	155,000

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of Taxable New Jobs Training Certificates (Multiple Projects 51-A) of the College in an aggregate principal amount of \$4,425,000 (the "Series A Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 51-B) of the College in an aggregate principal amount of \$3,075,000 (the "Series B Certificates") (the Series A Certificates and the Series B Certificates are referred to in the aggregate as the "Certificates" or the "Bonds"); and

WHEREAS, the College may adopt a resolution pursuant to the Act and the Agreements, under which a special tax fund is created (which special fund is hereinafter referred to as the "Series A Standby Tax Fund") in order to assure payment of the principal of and interest on Series A Certificates issued under authority of the Act, and pursuant to which resolution the Series A Standby Tax Fund may be irrevocably pledged by the College for the payment of principal and interest on such certificates; and

WHEREAS, the College may adopt a resolution pursuant to the Supplemental Act and the Agreements, under which a special tax fund is created (which special fund is hereinafter referred to as the "Series B Standby Tax Fund") in order to assure payment of the principal of and interest on Series B Certificates issued under authority of the Supplemental Act, and pursuant to which resolution the Series B Standby Tax Fund may be irrevocably pledged by the College for the payment of principal and interest on such certificates; and

WHEREAS, the College has heretofore published a notice of the proposal to issue the Bonds and the right to appeal the decision of the Board of Directors to issue the Bonds as required by the Act and the Supplemental Act, and the Board is therefore now authorized to proceed with the issuance of the Bonds; and

WHEREAS, the Controller of the College has approved the sale of the Series A Certificates in accordance with the most favorable bid received for the Series A Certificates from

Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Series A Purchaser") and the terms of said bid were as follows:

Price: \$4,436,911.35

Net Interest Cost: \$272,730.43

True Interest Rate: 1.013842%

WHEREAS, the Controller of the College has approved the sale of the Series B Certificates in accordance with the most favorable bid received for the Series B Certificates from Robert W. Baird & Co., Milwaukee, Wisconsin (the "Series B Purchaser"), and the terms of said bid were as follows:

Price: \$3,083,312.05

Net Interest Cost: \$187,175.59

True Interest Rate: 1.012881%

WHEREAS, it is now necessary and advisable that provisions be made for the issuance of the Bonds in the aggregate amount of \$7,500,000 pursuant to the provisions of the Act and the Supplemental Act, payable from the Series A Standby Tax Fund, the Series B Standby Tax Fund and the revenues and other funds derived from or held in connection with the undertaking and carrying out of the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" shall mean Chapter 260E of the Code of Iowa, as amended;
- (b) "Agreements" shall mean the Industrial New Jobs Training Agreements entered into between the College and each of the Companies;
- (c) "Board" shall mean the Board of Directors of the College, or its successor in function with respect to the operation and control of the Projects;
- (d) "Bonds" or "Certificates" shall mean the aggregate of the Series A Certificates and the Series B Certificates;
- (e) "Code" shall mean the Internal Revenue Code of 1986, as amended;

(f) "College" or "Issuer" shall mean Des Moines Area Community College, Des Moines, Iowa;

(g) "Companies" shall mean the Companies listed in the preambles of this Resolution, and any successors and assigns;

(h) "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve month period adopted by the Board or by law as the official accounting period of the College;

(i) "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State;

(j) "Net Revenues" shall mean funds provided from each Project by the New Jobs Credit From Withholding as provided by the Act and the Agreements;

(k) "New Jobs Credit From Withholding" means the new jobs credit from withholding to be derived from new employment and paid to the College in connection with the Projects for deposit in the Revenue Fund pursuant to the Act and the Agreements;

(l) "Original Purchasers" shall mean the purchasers of the Bonds from the College at the time of their original issuance;

(m) "Other Projects" shall mean any "project" as defined in Section 260E.2 of the Act undertaken by the College pursuant to the Act or the Supplemental Act.

(n) "Outstanding Certificates" shall mean any New Jobs Training Certificates, loan or advances, issued or made by the College under the authorization of the Act or the Supplemental Act and then outstanding.

(o) "Parity Bonds" shall mean New Jobs Training Certificates payable solely from the Net Revenues or the Supplemental Revenues on an equal basis with the Bonds herein authorized to be issued;

(p) "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by the College as prescribed herein and who shall carry out the duties prescribed herein as the College's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due;

(q) "President" shall mean the President of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities;

(r) "Project Funds" shall mean the funds established under Section 2 of this Resolution into which the proceeds of the sale of the Series A Certificates shall be deposited in accordance with Section 2 and which shall be used for the payment of the costs of the Projects and as otherwise provided herein;

(s) "Projects" shall mean the training arrangements and new jobs training programs which are the subject of the Agreements;

(t) "Registrar" shall be UMB Bank, N.A., West Des Moines, Iowa or such successor as may be approved by the College as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a registrar of the owners of the Bonds. Unless otherwise specified by the College, the Registrar shall also act as Transfer Agent for the Bonds;

(u) "Revenue Fund" shall mean the fund created under Section 4 of this Resolution into which the Net Revenues shall be deposited;

(v) "Secretary" shall mean the Secretary of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder;

(w) "Series A Certificates" shall mean the Taxable New Jobs Training Certificates (Multiple Projects 51-A) of the College in an aggregate principal amount of \$4,425,000 authorized to be issued under this Resolution and the Act;

(x) "Series A Standby Tax" shall mean the tax levied under Section 9 of this Resolution in accordance with the Act;

(y) "Series A Standby Tax Fund" shall mean the fund created under Section 6 of this Resolution and authorized by Section 260E.6(4) of the Code of Iowa, as amended;

(z) "Series B Certificates" shall mean the Taxable New Jobs Training Certificates (Multiple Projects 51-B) of the College in an aggregate principal amount of \$3,075,000 authorized to be issued under this Resolution and the Supplemental Act.

(aa) "Series B Funds" shall mean the funds established under Section 3 of this Resolution into which the proceeds of the sale of the Series B Certificates shall be deposited in accordance with Section 3 and which shall be used for the payment of the costs of certain of the Projects and as otherwise provided herein;

(bb) "Series B Standby Tax" shall mean the tax levied under Section 10 of this Resolution in accordance with the Supplemental Act;

(cc) "Series B Standby Tax Fund" shall mean the fund created under Section 7 of this Resolution and authorized by Section 260E.6(4) of the Code of Iowa, as amended;

(dd) "Supplemental Act" shall mean Sections 15A.7 and 15A.8 of the Code of Iowa, as amended;

(ee) "Supplemental Fund" shall mean the fund created under Section 5 of this Resolution into which the Supplemental Revenues shall be deposited;

(ff) "Supplemental New Jobs Credit From Withholding" means the supplemental new jobs credit from withholding to be derived from new employment and paid to the College in connection with the Projects for deposit in the Supplemental Fund pursuant to the Supplemental Act and the Agreements;

(gg) "Supplemental Revenues" shall mean funds provided from the Projects by the Supplemental New Jobs Credit From Withholding as provided by the Supplemental Act and the Agreements;

(hh) "Treasurer" shall mean the College Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Authorization and Purpose. There are hereby authorized to be issued pursuant to the Act and the Supplemental Act and in compliance with the laws and Constitution of the State, New Jobs Training Certificates of the College for the purpose of carrying out the Projects in accordance with the Act, the Supplemental Act and the Agreements. The Board hereby ratifies and confirms the sale of the Series A Certificates to the Series A Purchaser and ratifies and confirms the sale of the Series B Certificates to the Series B Purchaser. The College shall issue New Jobs Training Certificates in the amounts and designated as follows:

\$4,425,000  
Des Moines Area Community College  
Taxable New Jobs Training Certificates  
(Multiple Projects 51-A)

\$3,075,000  
Des Moines Area Community College  
Taxable New Jobs Training Certificates  
(Multiple Projects 51-B)

There are hereby authorized, established and created special funds of the College to be designated according to the Company and Project to be funded from each fund and each to be referred to (with the name of the appropriate Company inserted) as "Project Fund-\_\_\_\_\_ Project".



The proceeds of the issuance of the Series A Certificates shall be deposited in the Project Funds in the following amounts (which amounts shall to the extent appropriate be adjusted proportionately to reflect any discount to the Original Purchaser and any original issue discount or premium and otherwise in the discretion of officers of the College prior to issuance of the Bonds):

<u>Company</u>	<u>Certificates Under the Act</u>
Accu-Mold LLC	\$185,000
Allegiant Air, LLC	420,000
Amcort Rigid Packaging USA, LLC	102,500
Ankeny Facility, LLC	275,000
Burke Marketing Corporation	525,000
Casey's Retail Company	955,000
eWay Corp.	60,000
Fidelity & Guaranty Life Business Services, Inc.	530,000
GKAT Reclamation Reclamation, LLC	77,500
GlobalVetLink, L.C.	77,500
Gross-Wen Technologies, Inc.	57,500
Igor, Inc.	270,000
JDSO, Inc.	35,000
Lenderclose, Inc.	55,000
Midland National Life Insurance Company	210,000
Mid-States Material Handling & Fabrication	32,500
Mid-States Millwright & Builders, Inc.	120,000
Navigate Wellness, LLC	125,000
Oakland Corporation	37,500
Power Bracc, L.L.C.	110,000
U.S. Engineered Wood, Inc.	65,000
Webspec Design, LLC	100,000

Amounts in the Project Funds shall be used for the payment of the costs of the Projects, including administrative costs, with each Project Fund used for the Project to which it applies. Amounts in the Project Funds may also be used for the payment of the issuance costs of the Series A Certificates and for the payment of the principal and interest on the Series A Certificates to the extent that amounts in the Revenue Fund are insufficient for such purpose. Any earnings on the Project Funds shall be deposited in the Project Funds and used for the payment of the costs of the Projects. Any amounts remaining in a Project Fund upon completion of a Project and payment of all related costs, shall be used to prepay Series A Certificates at the earliest opportunity.

Section 3. Creation of Series B Funds. There are hereby authorized, established and created special funds of the College to be designated according to the Company and Project to be funded from each fund and each to be referred to (with the name of the appropriate Company inserted) as "Series B Fund-\_\_\_\_\_ Project".

The proceeds of the issuance of the Series B Certificates shall be deposited in the Series B Funds in the following amounts (which amounts shall to the extent appropriate be adjusted proportionately to reflect any discount to the Original Purchaser and any original issue discount or premium and otherwise in the discretion of officers of the College prior to issuance of the Bonds):

<u>Company</u>	<u>Certificates Under the Supplemental Act</u>
Accu-Mold LLC	\$85,000
Allegiant Air, LLC	310,000
Amcor Rigid Packaging USA, LLC	57,500
Ankeny Facility, LLC	105,000
Burke Marketing Corporation	210,000
Casey's Retail Company	920,000
eWay Corp.	15,000
Fidelity & Guaranty Life Business Services, Inc.	485,000
GKAT Reclamation Reclamation, LLC	22,500
GlobalVetLink, L.C.	72,500
Gross-Wen Technologies, Inc.	12,500
Igor, Inc.	270,000
JDSO, Inc.	
Lenderclose, Inc.	45,000
Midland National Life Insurance Company	210,000
Mid-States Material Handling & Fabrication	12,500
Mid-States Millwright & Builders, Inc.	75,000
Navigate Wellness, LLC	65,000
Oakland Corporation	37,500
Power Brace, L.L.C.	
U.S. Engineered Wood, Inc.	10,000
Webspec Design, LLC	55,000

Amounts in the Series B Funds shall be used for the payment of the costs of the Projects for the Companies set forth above, including administrative costs, with each Series B Fund used for the Project to which it applies. Amounts in the Series B Funds may also be used for the payment of the issuance costs of the Certificates and for the payment of the principal and interest on the Series B Certificates to the extent that amounts in the Supplemental Fund are insufficient for such purpose. Any earnings on the Series B Funds shall be deposited in the Series B Funds

and used for the payment of the costs of the Projects for the Companies set forth above or for any other lawful purpose designated by the College. Any amounts remaining in a Series B Fund upon completion of a Project and payment of all related costs, shall be used to prepay Series B Certificates at the earliest opportunity.

Section 4. Creation of Revenue Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Revenue Fund, Multiple Projects 51-A", for the receipt of the Net Revenues. Amounts in the Revenue Fund shall be used to pay the principal of and interest on the Series A Certificates as the same shall become due, or, in the case of a prepayment of principal, at the direction of the College; and may also be used, after the payment of principal and interest on the Series A Certificates, as the same becomes due year by year, for the payment of costs of the Projects and Other Projects, including administrative costs, and may be applied by the College to the reduction of any Outstanding Certificates. Officials of the College shall keep separate records with respect to the source of all amounts deposited in the Revenue Fund. Any earnings on the Revenue Fund shall be deposited in the Revenue Fund and used to the extent necessary to pay the principal and interest on the Series A Certificates as the same shall become due. Any excess amounts may be transferred from the Revenue Fund and used for any lawful purpose designated by the College. Any amounts remaining in the Revenue Fund after the Bonds, and interest due thereon, have been satisfied and discharged as provided in this Resolution, may be used for any lawful purpose designated by the College.

Section 5. Creation of Supplemental Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Supplemental Fund, Multiple Projects 51-B", for the receipt of the Supplemental Revenues. Amounts in the Supplemental Fund shall be used to pay the principal of and interest on the Series B Certificates as the same shall become due, or, in the case of a prepayment of principal, at the direction of the College; and may also be used, after the payment of principal and interest on the Series B Certificates, as the same becomes due year by year, for the payment of costs of the Projects funded from the Series B Certificates and Other Projects, including administrative costs, and may be applied by the College to the reduction of any Outstanding Certificates. Officials of the College shall keep separate records with respect to the source of all amounts deposited in the Supplemental Fund. Any earnings on the Supplemental Fund shall be deposited in the Supplemental Fund and used to the extent necessary to pay the principal and interest on the Series A Certificates as the same shall become due. Any excess amounts may be transferred from the Supplemental Fund and used for any lawful purpose designated by the College. Any amounts remaining in the Supplemental Fund after the Bonds, and interest due thereon, have been satisfied and discharged as provided in this Resolution, may be used for any lawful purpose designated by the College.

Section 6. Creation of the Series A Standby Tax Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Series A Standby Tax Fund, Multiple Projects 51-A", for the receipt of taxes levied in connection with the Projects and as provided in Section 9 of this Resolution upon all taxable property in the Merged Area. Revenues from this fund shall be expended only for the payment of principal and interest on the Series A Certificates when the Net Revenues are insufficient to meet the principal and interest payments on the Series A Certificates in any year. If payments

are necessary and made from the Series A Standby Tax Fund, the amount of the payments shall be promptly repaid into the Series A Standby Tax Fund from the first available Net Revenues which are not required for the payment of principal of or interest on Series A Certificates when due. No reserves may be built up in the Series A Standby Tax Fund in anticipation of a projected default.

Section 7. Creation of the Series B Standby Tax Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Series B Standby Tax Fund, Multiple Projects 51-B", for the receipt of taxes levied in connection with the Projects and as provided in Section 10 of this Resolution upon all taxable property in the Merged Area. Revenues from this fund shall be expended only for the payment of principal and interest on the Series B Certificates when the Supplemental Revenues are insufficient to meet the principal and interest payments on the Series B Certificates in any year. If payments are necessary and made from the Series B Standby Tax Fund, the amount of the payments shall be promptly repaid into the Series B Standby Tax Fund from the first available Supplemental Revenues which are not required for the payment of principal of or interest on Series B Certificates when due. No reserves may be built up in the Series B Standby Tax Fund in anticipation of a projected default.

Section 8. Source of Payment. As provided and required by the Act and the Agreements, the Series A Certificates and interest thereon shall be payable solely from the Net Revenues and the Series A Standby Tax. All Series A Certificates shall be payable on a parity basis.

The College hereby pledges to the payment of the Series A Certificates the Net Revenues, including any earnings thereon and any other amounts in the Revenue Fund, and the Series A Standby Tax and all amounts in the Series A Standby Tax Fund to the extent necessary to pay the principal and interest on the Series A Certificates as the same become due. Any amount in excess of the amount necessary to pay the principal and interest on the Series A Certificates as the same become due may be used to pay the costs of Other Projects, including administrative costs, and may be applied by the College to the reduction of Outstanding Certificates.

As provided and required by the Supplemental Act and the Agreements, the Series B Certificates and interest thereon shall be payable solely from the Supplemental Revenues and the Series B Standby Tax. All Series B Certificates shall be payable on a parity basis.

The College hereby pledges to the payment of the Series B Certificates the Supplemental Revenues, including any earnings thereon and any other amounts in the Supplemental Fund, and the Series B Standby Tax and all amounts in the Series B Standby Tax Fund to the extent necessary to pay the principal and interest on the Series B Certificates as the same become due. Any amount in excess of the amount necessary to pay the principal and interest on the Series B Certificates as the same become due may be used to pay the costs of Other Projects, including administrative costs, and may be applied by the College to the reduction of Outstanding Certificates.

Section 9. Levy and Certification of Series A Standby Tax.

(a) Levy of Series A Standby Tax. For the purpose of further securing and providing funds to pay the principal of and interest on the Series A Certificates, there is hereby levied and appropriated to the Series A Standby Tax Fund a direct annual tax on all of the taxable property in the Merged Area for each of the years in which any of the Series A Certificates are outstanding sufficient to pay the interest on the Series A Certificates as it becomes due and also to pay and discharge the principal thereof as it matures, and pursuant thereto, but not in limitation thereof, there is hereby ordered levied upon all the taxable property within the Merged Area a direct annual tax in the following amounts:

<u>Fiscal Year of Levy*</u>	<u>Amount</u>	<u>Fiscal Year of Collection*</u>
2020/2021	\$164,711.78	2021/2022
2021/2022	345,040.00	2022/2023
2022/2023	602,040.00	2023/2024
2023/2024	596,440.00	2024/2025
2024/2025	595,840.00	2025/2026
2025/2026	595,190.00	2026/2027
2026/2027	599,490.00	2027/2028
2027/2028	603,690.00	2028/2029
2028/2029	607,200.00	2029/2030

\*July 1 through June 30

The Board may adjust the Series A Standby Tax levy for each year whenever funds on hand from any source, including the Revenue Fund, are sufficient to pay the principal and interest due on the Series A Certificates in that year.

(b) Resolution to be Filed with County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of each County contained within the Merged Area, and each such Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid shall be collected in like manner as other taxes of the Merged Area are collected, and when collected shall be deposited in the Series A Standby Tax Fund established by the College under Section 6 of this Resolution and used for the purpose of paying the principal of and interest on the Series A Certificates to the extent necessary.

Section 10. Levy and Certification of Series B Standby Tax.

(a) Levy of Series B Standby Tax. For the purpose of further securing and providing funds to pay the principal of and interest on the Series B

Certificates, there is hereby levied and appropriated to the Series B Standby Tax Fund a direct annual tax on all of the taxable property in the Merged Area for each of the years in which any of the Series B Certificates are outstanding sufficient to pay the interest on the Series B Certificates as it becomes due and also to pay and discharge the principal thereof as it matures, and pursuant thereto, but not in limitation thereof, there is hereby ordered levied upon all the taxable property within the Merged Area a direct annual tax in the following amounts:

<u>Fiscal Year of Levy*</u>	<u>Amount</u>	<u>Fiscal Year of Collection*</u>
2020/2021	\$144,942.64	2021/2022
2021/2022	255,975.00	2022/2023
2022/2023	408,725.00	2023/2024
2023/2024	409,925.00	2024/2025
2024/2025	406,075.00	2025/2026
2025/2026	407,225.00	2026/2027
2026/2027	408,325.00	2027/2028
2027/2028	414,375.00	2028/2029
2028/2029	414,920.00	2029/2030

\*July 1 through June 30

The Board may adjust the Series B Standby Tax levy for each year whenever funds on hand from any source, including the Supplemental Fund, are sufficient to pay the principal and interest due on the Series B Certificates in that year.

(b) Resolution to be Filed with County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of each County contained within the Merged Area, and each such Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid shall be collected in like manner as other taxes of the Merged Area are collected, and when collected shall be deposited in the Series B Standby Tax Fund established by the College under Section 7 of this Resolution and used for the purpose of paying the principal of and interest on the Series B Certificates to the extent necessary.

#### Section 11. Bond Details, Execution and Redemption.

(a) Bond Details. The Bonds shall be dated the date of their delivery and bear interest from the date thereof, until payment thereof, said interest being payable on June 1, 2021 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided. Interest on the Bonds shall be computed on the basis of a 360 day year of twelve 30 day months. Interest shall be paid to the registered holder of each Bond as shown on

the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each interest payment date.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary and shall be fully registered as to both principal and interest and shall be payable as to principal at the office of the Registrar. The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof. The Series A Certificates shall mature and bear interest as follows:

<u>Interest Rate</u>	<u>Series A Bonds</u>	<u>Maturity (June 1)</u>
1.000%	\$100,000	2022
1.000%	300,000	2023
1.000%	560,000	2024
1.000%	560,000	2025
1.000%	565,000	2026
1.000%	570,000	2027
1.000%	580,000	2028
1.100%	590,000	2029
1.200%	600,000	2030

The Series B Certificates shall mature and bear interest as follows:

<u>Interest Rate</u>	<u>Series B Bonds</u>	<u>Maturity (June 1)</u>
1.000%	\$100,000	2022
1.000%	225,000	2023
1.000%	380,000	2024
1.000%	385,000	2025
1.000%	385,000	2026
1.000%	390,000	2027
1.000%	395,000	2028
1.100%	405,000	2029
1.200%	410,000	2030

(b) Redemption. The Bonds maturing on or after June 1, 2029 shall be subject to redemption prior to maturity in whole or in part from time to time, in numerical order, on June 1, 2028 or any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

(c) Notice. The right of redemption shall be exercised by the College by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty

(30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

Section 12. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer or ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a Registrar and Paying Agent Agreement with the College, the terms and provisions of which are hereby approved, and the officers of the College are hereby authorized to execute and deliver the Registration and Paying Agent Agreement. The Registrar shall maintain the books of the College for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Bonds and in this resolution.

(b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the principal office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond of the same series, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and



the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the College; provided that if the College shall so direct, the Registrar shall forward the canceled Bonds to the College.

(f) Non-Presentation of Bonds. In the event any payment check representing payment of interest on the Bonds is returned to the Paying Agent or a Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the College to the owner thereof for such interest or for the payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or principal on Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the College, whereupon any claim under this Resolution by the holder of such Bonds of whatever nature shall be made upon the College.

(g) Registration and Transfer Fees. The Registrar shall furnish to each owner, at the College's expense, one bond for each annual maturity of each series. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests and pays to the Registrar the cost of issuance thereof determined to be two dollars per additional Bond.

Section 13. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the College shall at the request of the Registrar authenticate and deliver a new Bond of like tenor, series and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for each mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and College that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and College with satisfactory indemnity and complying with such other reasonable regulations as the College may prescribe and paying such expenses as the College may incur in connection therewith.

Section 14. Book-Entry Bonds. (a) Notwithstanding any other provisions of this Resolution, each series of Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds of that series maturing in that year. Bonds initially delivered hereunder shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this subsection (a), or a determination by the College that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the College of another depository institution acceptable to the College and to the depository then holding the Bonds, which new depository institution must be a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this subsection (a), or a determination of the College that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the College, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

(b) In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection (a) hereof or designation of a new depository pursuant to clause (2) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity of each series of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection (a) hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of subsection (a) hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 11 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

(c) The College and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by either of them and the College and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection (a) hereof.

(d) The College and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection (a) hereof in effectuating payment of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

(e) Upon any partial redemption of any maturity of the Bonds, Cede & Co., (or its successor) in its discretion may request the College to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Section 15. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the College in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 16. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this resolution, the President and Secretary shall execute and deliver the Bonds to UMB Bank, N.A. who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchasers. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a certificate herein set forth. Such certificate upon any Bond executed on behalf of the College shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of the College authorizing the issuance of the Bonds;
2. A written order of College signed by the Treasurer directing the authentication and delivery of the Bonds to or upon the order of the Original Purchasers upon payment of the purchase price as set forth therein; and
3. The approving opinion of Davis, Brown, Koehn, Shors & Roberts, P.C., Bond Counsel, concerning the validity and legality of the Bonds.

Section 17. Bond Forms. The forms and contents of the Series A Certificates and Series B Certificates shall be substantially as follows:

FORM OF SERIES A CERTIFICATE

(Front)

\*\*\*\*\*

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

\*\*\*\*\*

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF IOWA

DES MOINES AREA COMMUNITY COLLEGE

TAXABLE NEW JOBS TRAINING CERTIFICATE

(Multiple Projects 51-A)

Rate

Maturity

Bond Date

Cusip

January \_\_, 2021

Registered  
holder:

Principal  
amount:

Dollars

The Des Moines Area Community College in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the "College"), for value received, promises to pay from the sources and as hereinafter provided,

on the maturity date indicated above, to the Registered Holder shown above, or registered assigns, the principal sum shown above in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest shall be paid to the registered holder of the certificate as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each such interest payment date.

This certificate is one of a series of certificates in the aggregate principal amount of \$4,425,000 (the "Bonds") issued pursuant to the provisions of Chapter 260E of the Code of Iowa, as amended, for the purpose of paying costs of new jobs training programs which are the subject of and are in conformity with certain Industrial New Jobs Training Agreements between the College and certain companies, the terms of which are incorporated herein by reference and payable from the proceeds of the Revenue Fund and the Series A Standby Tax Fund as provided in a Resolution of the Board of Directors of the College duly passed and approved.

For a more complete statement for the basis upon which this Bond has been issued and additional bonds ranking on a parity therewith may be issued, a description of the source of payment of all such certificates and a statement of the rights and duties of the College, the rights of the holders of Bonds and the circumstances under which the provisions of the Bonds and said Resolution may be modified, reference is made to said Resolution of which notice is hereby given and is hereby made a part hereof.

Notice hereunder may be given by registered mail to the owner of record of the Bond at the address shown on the books of the Registrar and shall be deemed complete upon mailing.

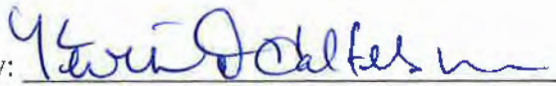
Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond resolution.

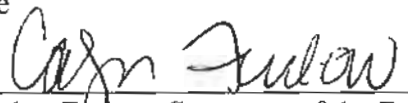
Bonds of this series maturing on or after June 1, 2029, are subject to call for redemption in whole or in part in numerical order on June 1, 2028, or any date thereafter at their par value plus accrued interest to the date fixed for redemption. The right of redemption shall be exercised by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that this Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Revenue Fund for the Projects as provided in said Resolution and the Standby Tax Fund authorized in the Act; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the College for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the College are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the College including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this certificate to be signed by the manual or facsimile signature of the President of its Board of Directors and attested by the manual or facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual authorized signature of the Registrar.

DES MOINES AREA COMMUNITY COLLEGE

By:   
Joseph Pugel, President of the Board of  
Directors of Des Moines Area Community  
College

Attest:   
Carolyn Farlow, Secretary of the Board of  
Directors of Des Moines Area Community  
College

Dated: January \_\_, 2021

This is one of the certificates described in  
the within mentioned Resolution.

UMB BANK, N.A., REGISTRAR AND  
PAYING AGENT

By \_\_\_\_\_  
Authorized Signature

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ Registrar, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Signature of registered owner(s))

\_\_\_\_\_  
(Persons(s) executing this Assignment sign(s) here)

SIGNATURE )

GUARANTEED ) \_\_\_\_\_

### IMPORTANT - READ CAREFULLY

Signature guarantec must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.



## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax  
Identification Number of  
Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right of  
survivorship and not as tenants in  
common

UNIF GIFT MIN ACT - .....Custodian.....  
(Cust) (Minors)  
under Uniform Gifts to Minors  
Act.....  
(State)

(end of Series A Certificate form)

FORM OF SERIES B CERTIFICATE

(Front)

\*\*\*\*\*

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

\*\*\*\*\*

No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF IOWA

DES MOINES AREA COMMUNITY COLLEGE

TAXABLE NEW JOBS TRAINING CERTIFICATE

(Multiple Projects 51-B)

<u>Rate</u>	<u>Maturity</u>	<u>Bond Date</u>	<u>Cusip</u>
-------------	-----------------	------------------	--------------

January \_\_, 2021

Registered  
holder:

Principal  
amount:

Dollars

The Des Moines Area Community College in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the "College"), for value received, promises to pay from the sources and as hereinafter provided, on the maturity date indicated above, to the Registered Holder shown above, or registered

assigns, the principal sum shown above in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hercof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest shall be paid to the registered holder of the certificate as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each such interest payment date.

This certificate is one of a series of certificates in the aggregate principal amount of \$3,075,000 (the "Bonds") issued pursuant to the provisions of Section 15A.7 of the Code of Iowa, as amended, for the purpose of paying costs of new jobs training programs which are the subject of and are in conformity with certain Industrial New Jobs Training Agreements between the College and certain companies, the terms of which are incorporated herein by reference and payable from the proceeds of the Supplemental Fund and the Series B Standby Tax Fund as provided in a Resolution of the Board of Directors of the College duly passed and approved.

For a more complete statement for the basis upon which this Bond has been issued and additional bonds ranking on a parity therewith may be issued, a description of the source of payment of all such certificates and a statement of the rights and duties of the College, the rights of the holders of Bonds and the circumstances under which the provisions of the Bonds and said Resolution may be modified, reference is made to said Resolution of which notice is hereby given and is hereby made a part hereof.

Notice hereunder may be given by registered mail to the owner of record of the Bond at the address shown on the books of the Registrar and shall be deemed complete upon mailing.


Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond resolution.

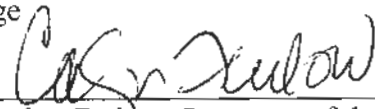
Bonds of this series maturing on or after June 1, 2029, are subject to call for redemption in whole or in part in numerical order on June 1, 2028, or any date thereafter at their par value plus accrued interest to the date fixed for redemption. The right of redemption shall be exercised by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that this Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Revenue Fund for the Projects as provided in said Resolution and the Standby Tax Fund authorized in the Act; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the College for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the College are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the College including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this certificate to be signed by the manual or facsimile signature of the President of its Board of Directors and attested by the manual or facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual authorized signature of the Registrar.

DES MOINES AREA COMMUNITY COLLEGE

By:   
Joseph Pugel, President of the Board of  
Directors of Des Moines Area Community  
College

Attest:   
Carolyn Farlow, Secretary of the Board of  
Directors of Des Moines Area Community  
College

Dated: January \_\_, 2021

This is one of the certificates described in  
the within mentioned Resolution.

UMB BANK, N.A., REGISTRAR AND  
PAYING AGENT

By \_\_\_\_\_  
Authorized Signature

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ Registrar, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated \_\_\_\_\_.

\_\_\_\_\_  
(Signature of registered owner(s))

\_\_\_\_\_  
(Persons(s) executing this Assignment sign(s) here)

SIGNATURE )

GUARANTEED ) \_\_\_\_\_

### IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax  
Identification Number of  
Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right of  
survivorship and not as tenants in  
common

UNIF GIFT MIN ACT - .....Custodian.....  
(Cust) (Minors)  
under Uniform Gifts to Minors  
Act.....  
(State)

(end of Series B Certificate form)

Section 18. Right to Name Substitute Paying Agent or Registrar. The College reserves the right to name a substitute or successor Registrar or Paying Agent upon giving 60 days' written notice to each registered Bondholder.

Section 19. Covenants Regarding the Operation of the Projects. The College hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds:

(a) Maintenance in Force. That the College will maintain the Projects in force and will annually cause the taxes and other revenues thereof to be levied and applied as provided in this Resolution.

(b) Accounting and Audits. That the College will cause to be kept proper books and accounts concerning the Projects and in accordance with generally accepted accounting practices, and will cause the books and accounts to be audited annually not later than 90 days after the end of each fiscal year by an Independent Auditor and will make generally available to the holders of any of the Bonds and Parity Bonds, the balance sheet and the operating statement of the Projects as certified by such auditor. The holders of any of the Bonds and Parity Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the College relating to the Projects. The audit reports required by this Section shall include, but not be limited to, the following information:

(i) A statement of tax fund revenues and current expenditures;

(ii) Analyses of each fund and account created hereunder, including deposits, withdrawals and beginning and ending balances;

(iii) The tax rates in effect during the fiscal year, and the use of the Projects;

(iv) The names and titles of the principal officers of the College; and

(v) A general statement covering any events or circumstances which might affect the financial status of the Projects and the Bonds.

In the event the audit provided for in this Section is prepared by the State Auditor the Board will cause to be prepared a certified supplemental report containing the information required by this Section.

(c) State Laws. That the College will faithfully and punctually perform all duties with reference to the Projects required by the Constitution and

laws of the State, and will segregate the revenues of the Projects and apply said revenues to the funds specified in this Resolution.

Section 20. (Intentionally left blank.)

Section 21. Defaults. The following shall be considered an event of default hereunder:

(a) failure to pay the principal of and interest on any Bond when the same shall be due; and

(b) failure of the College to observe any other covenant or agreement expressly contained herein and the continuation of such failure for a period of thirty (30) days beyond the date of receipt by the College of a notice that the College is in default under this provision; provided that, no such failure shall be considered a default hereunder as long as the College is diligently endeavoring to correct the failure referred to in the notice.

Section 22. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State, and of the United States of America, for the enforcement of payment of their Bonds, and of the pledge of the revenues made hereunder, and of all covenants of the College hereunder.

Section 23. Prior Lien and Parity Bonds. The College may borrow additional money, enter into and amend further agreements and issue additional bonds which are at the time of their issuance on a parity and equality of rank with either series of the Bonds with respect to the lien and claim of such additional bonds to (i) in the case of the Series A Certificates, the Net Revenues and Series A Standby Tax and all sums on deposit from time to time in the Revenue Fund and Series A Standby Tax Fund, and (ii) in the case of the Series B Certificates, the Supplemental Revenues and the Series B Standby Tax and all sums on deposit from time to time in the Supplemental Fund and Series B Standby Tax Fund, provided that the aggregate of the amounts payable under all of such agreements does not exceed the appropriations into said funds.

Section 24. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

(a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Board, for the payment of said obligations and irrevocably appropriating exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and yield of which shall be sufficient to retire at maturity or by redemption prior to maturity on any



designated date upon which said obligations may be redeemed, all of the Bonds and Parity Bonds outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the College with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of money or securities so deposited.

Section 25. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the College and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 26. Modification of Resolution. This Resolution may be amended from time to time if the Board or Directors of the College shall deem such amendment appropriate and necessary; but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment; or
- (b) Materially affect the rights of the holders of the Bonds and Parity Bonds then outstanding, including a material change in the provisions of Section 29 hereof; or
- (c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever at any time after issuance of the Bonds the College shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchasers and to be published one time in a newspaper having general circulation in the State of Iowa, or a financial newspaper or journal published in Chicago, Illinois. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Section 27. Continuing Disclosure.

(a) (1) The College hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission")

pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided, to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB, the following annual financial information and operating data (commencing with the fiscal year ending June 30, 2021):

- (i) audited financial statements prepared in accordance with generally accepted accounting principles; and
- (ii) tables, schedules or other information showing the type of information contained in the following tables of the official statement of the College used in connection with the sale of the Bonds (the "Official Statement"), under the following captions:

- Trend of Valuations
- Direct Debt
- Levies and Tax Collections
- Tax Rates
- Funds on Hand (Cash and Investments as of September 30, 2019)

All of such annual financial information and operating data may be provided by cross reference to other documents, primarily other official statements, to be provided to the MSRB. If information is provided by cross reference to a final official statement, such final official statement must be available from the MSRB. The College reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the College; provided that, the College agrees that any such modification will be done in a manner consistent with the Rule.

(2) Such annual information and operating data described above is expected to be available on or before January 1 of each year for the fiscal year ending on the preceding June 30 and will be made available, in addition to the MSRB, to each holder of Bonds who makes request for such information; provided that, audited financial statements need not be provided until the later of January 1 of each year or thirty (30) days after receipt of such audited financial statements by the College.

(b) The College agrees to provide or cause to be provided, in a timely manner not in excess of ten business days from occurrence, to the MSRB, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements, if any, reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series A Certificates, or other material events affecting the tax status of the Series A Certificates;
- (7) modifications to rights of holders of the Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the College;
- (13) consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the College, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the college, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the college, any of which reflect financial difficulties.

As used herein, the term financial obligation means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation

shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board ("MSRB") consistent with the Rule.

As used herein, "material" means a fact to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, the information disclosed under this Section, or information generally available to the public. Notwithstanding the foregoing sentence, a fact is "material" if it is an event or condition that would be deemed "material" for purposes of the purchase or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event or condition.

The College may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the College, such other event is a material fact with respect to the Bonds, but the College does not undertake to commit to provide any such notice of the occurrence of any material fact except those events listed above.

(c) The College agrees to provide or cause to be provided, in a timely manner, to the MSRB, notice of a failure by the College to provide the annual financial information with respect to the College described in Section (a) above on or prior to the dates set forth in Section (a) above.

(d) The College reserves the right to terminate its obligation to provide annual financial information and notices of the events set forth above, if and when, in the opinion of bond counsel, the College no longer remains an obligated person with respect to the Bonds within the meaning of the Rule; the College will provide notice of such termination to the MSRB.

(e) The College agrees that its undertaking pursuant to the Rule as set forth in this Section 27 is intended to be for the benefit of the holders of the Bonds and shall be enforceable by the holders of the Bonds; provided that, the right of the holders of the Bonds to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the College's obligations hereunder and any failure by the College to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under Section 21 hereof.

(f) In 2017, the College became aware of late filings. Specifically, the College did not timely file disclosure related to its Student Housing Revenue Bonds (fiscal year 2012), its now-matured 2004 Plant Fund Capital Notes (fiscal years 2012-2014) and its 2015 Plant Fund Capital Notes (fiscal years 2015 and 2016). Although all information required by the related disclosure agreements was submitted and available to the MSRB through the EMMA repository prior to the established deadline, only the CUSIPs related to the College's New Job's Training Certificates were associated with the filings. Required filings to provide the association have been subsequently made, and steps have been taken to avoid future mis-filings.

Due to an administrative error by the paying agent, the interest on two series of the College's New Jobs Training Certificates was paid twelve days late on June 13, 2018.

Subject to the foregoing, the College represents that it has not failed to provide the annual financial information with respect to the College required under any other agreements or resolutions of the College entered into in connection with the issuance of bonds by the College.

Section 28. Severability. It is hereby declared that the sections, clauses, sentences and parts of this Resolution are severable, and are not matters of mutually essential inducement, it being the intention of the College to comply in all respects with the Constitution and statutes of the State of Iowa, and if any one or more sections, clauses, sentences or parts of this Resolution shall for any reason be questioned in any court or shall be judged unconstitutional or invalid, such judgment shall not impair or invalidate the remaining provisions of this Resolution, and shall be confined in its operation to the specific provision or provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause, sentence or part of this Resolution in any one or more instances shall not be taken to affect or prejudice its applicability or validity in any other instance.

Section 29. Further Action. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 14th day of December, 2020.

  
President of the Board of Directors

ATTEST:

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 14, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 14th day of December, 2020.

  
\_\_\_\_\_  
Secretary of the Board of Directors of the  
Des Moines Area Community College

December 14, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of December, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Consumer Safety Technology, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Consumer Safety Technology, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of the Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND CONSUMER SAFETY TECHNOLOGY, LLC.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with Consumer Safety Technology, LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$20,000; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 14th day of December, 2020.



President of the Board of Directors

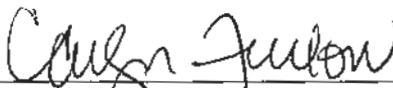
ATTEST:

  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 14, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 14th day of December, 2020.

  
\_\_\_\_\_  
Secretary of the Board of Directors

# **WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT**

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and Consumer Safety Technology, Urbandale, Iowa, (the "Business" and its location), is  
entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$20,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

**Section 6.1. Events of Default.** Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within one year of the Agreement of Intent date of August 12, 2019. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

**Section 6.2.** Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

**Section 6.3.** Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

**Section 6.4.** Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

**Section 6.5.** Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Consumer Safety Technology</u>
	<u>11035 Aurora Avenue</u>
	<u>Urbandale, IA 50322</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the



Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

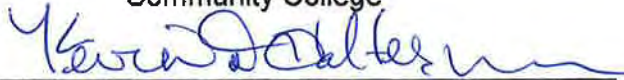
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Karin Halterman, Board Vice President

Type Name and Title

Consumer Safety Technology

Business



Authorized Signature

Jessi Stessman

Type Name and Title

jstessman@intexalock.com

Email Address

2006 South Ankeny Blvd.

11035 Aurora Avenue

Ankeny, IA 50023

Address

Urbandale, IA 50322

Address

12-14-2020

Date

11/4/20

Date

**Training Plan and Budget  
For Consumer Safety Technology LLC  
WTED Project 5**

The following Training Plan reflects the expected training activities for Consumer Safety Technology LLC. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Consumer Safety Technology LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>		
<b>II. Management/Supervisory Skills</b>	<b>\$23,280</b>	<b>\$16,508</b>
Leadership training via webinars and live virtual instruction with 12 separate classes. Coaching is also included between classes.		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 3,492</b>	<b>\$3,492</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$26,772</b>	<b>\$20,000</b>

The training began 10/30/20\_\_ with completion anticipated by \_10/29/21\_\_. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least \_25\_\_ unduplicated employees and will show, at the completion of the contract, \$6,772 cash match. This match will be linked to the training as outlined in this plan.

December 14, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of December, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

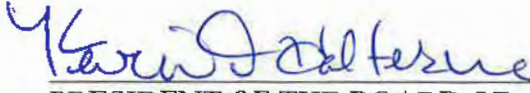
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Lola's Fine Sauces, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Lola's Fine Sauces, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND LOLA'S FINE SAUCES, INC.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Lola's Fine Sauces, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$13,006; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**


Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 14th day of December, 2020.



President of the Board of Directors

ATTEST:

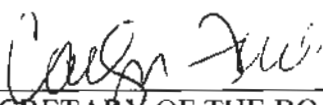


Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 14, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 14th day of December, 2020.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)**  
**REQUEST FOR RELEASE OF FUNDS**

20211026162455

Project Loan ID Number From Approval Letter

Des Moines Area Community College  
Community College

Lola's Fine Sauces Inc.  
Business

Melissa Chavas-Miller  
College Contact Person

2041 Grand Ave C, West Des Moines, IA 50265  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$13,006.00 to fund this project.

  
Authorized Signature

12-14-2020  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.



# **IOWA JOBS TRAINING PROGRAM (260F)**

## **TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_ between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Lola's Fine Sauces, Inc., West Des Moines, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

### **ARTICLE I**

#### **REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$13,006.00, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Lola's Fine Sauces, Inc.</u>
	<u>2041 Grand Ave C,</u>
	<u>West Des Moines, IA 50265</u>

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

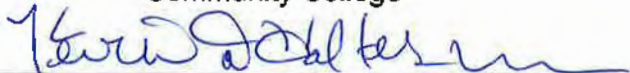
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Kevin Halterman, Board Vice Chair

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

12-14-2020

Date

Lola's Fine Sauces, Inc.

Business



Authorized Signature

Meri Merritt

Type Name and Title

mmerritt@lolasfinehotsauce.com

Email Address

2041 Grand Ave C,

West Des Moines, IA 50265

Address

11/17/20

Date

Approved as to Form 08/26/96 by DMACC General Counsel

**Training Plan and Budget  
For  
Lola's Fine Sauces, Inc.  
260F Project 1**

The following Training Plan reflects the expected training activities for Lola's Fine Sauces, Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by for Lola's Fine Sauces, Inc. Staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>		
<b>Sales Training</b>	<b>\$5000.00</b>	<b>\$3,000.00</b>
<b>Marketing Training</b>	<b>\$5000.00</b>	<b>\$3,000.00</b>
<b>Quickbooks</b>	<b>\$5000.00</b>	<b>\$3,000.00</b>
<b>II. Management/Supervisory Skills</b>		
<b>Finanicals</b>	<b>\$2500.00</b>	<b>\$500.00</b>
<b>HR Training</b>	<b>\$2500.00</b>	<b>\$506.00</b>
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 3,000</b>	<b>\$3000</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$20,000.00</b>	<b>\$13,006.00</b>

The training began 10/5/2020 with completion anticipated by 10/4/2022. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 4 unduplicated employees and will show, at the completion of the contract, \$8,050 in-kind cash match. This match will be linked to the training as outlined in this plan.



December 14, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 14th day of December, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

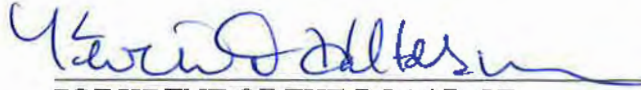
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Wolf Construction Services, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Wolf Construction Services, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND WOLF CONSTRUCTION SERVICES, INC.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Wolf Construction Services, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 14th day of December, 2020.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on December 14, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 14th day of December, 2020.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F)

## REQUEST FOR RELEASE OF FUNDS

20211009200342  
Project ID Code From Approval Letter

Des Moines Area Community College  
Community College


Wolf Construction Services, Inc.  
Business

Emily Betz 515-229-9718  
College Contact Person/Phone

2202 Wolf Way, West Des Moines, IA 50265  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provided job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

  
Authorized Signature

12-14-2020  
Date

Approved for allocation by the Iowa Economic Development Authority:

Authorized Signature

Date

### IMPORTANT!

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

# **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_ between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Wolf Construction Services, Inc, West Des Moines, IA, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.



### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Economic Development Authority (IEDA). Funds awarded by IEDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Economic Development Authority, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Wolf Construction Services, Inc.</u>
	<u>2202 Wolf Way</u>
	<u>West Des Moines, IA 50265</u>

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College



Authorized Signature

Kevin Hulterman, Board Vice Chair

Type Name and Title

Wolf Construction Services, Inc.  
Business



Authorized Signature

Orv Otten, Director of Field Personnel

Type Name and Title

ootten@wolfconstruction.net  
Email Address

2006 South Ankeny Blvd.

2202 Wolf Way

Ankeny, IA 50023  
Address

West Des Moines, IA 50265  
Address

12-14-2020

Date

11/2/2020

Date

260F-4 (03/00)

Approved as to Form 08/26/96 by DMACC General Counsel

**Training Plan and Budget  
For  
Wolf Construction Services, Inc.  
260F Project #1**

The following Training Plan reflects the expected training activities for Wolf Construction Services. The company will participate in some, if not all, of the following activities. The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Wolf Construction Services staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$33,445</b>	<b>\$19,983</b>
Leadership, including teambuilding and conflict management; Financial/HR training, including bookkeeping and HR compliance; Technology training, including upskilling Microsoft and AutoCAD; Sales training, including relational sales and customer services; and Safety training, including forklift operation, OSHA compliance, and First aid and CPR.		
<b>II. Management/Supervisory Skills</b>	<b>\$0</b>	<b>\$0</b>
<b>III. Materials and Supplies</b>	<b>\$0</b>	<b>\$0</b>
<b>IV. Administrative Costs</b>	<b>\$5,017</b>	<b>\$5,017</b>
<b>Total</b>	<b>\$33,445</b>	<b>\$25,000</b>

The training begins 1/1/2021 with completion anticipated 12/31/2022. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

**Des Moines Area Community College**  
**Balance Sheet**  
**November 30, 2020**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	16,378,652	\$ 56,157,494	\$ 743,417	\$ 3,207,122	\$ 147,593	\$ 38,844	\$ 16,117,554	\$ 92,790,676
Accounts Receivable	17,099,147	46,808,809	95,392	9,970	-	-	2,060,348	66,073,666
Student Loans	-	-	-	-	-	20,549	-	20,549
Deposits & Prepaid Expenses	68,834	321,202	24,808	-	-	-	-	414,844
Inventories	23,416	-	252,034	-	-	-	-	275,450
Total Current Assets	33,570,049	103,287,505	1,115,651	3,217,092	147,593	59,393	18,177,902	159,575,185
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	249,502,924	249,502,924
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	20,173,803	20,173,803
Accumulated Depreciation	-	-	-	-	-	-	(94,878,033)	(94,878,033)
Total Fixed Assets	-	-	-	-	-	-	174,798,694	174,798,694
<b>TOTAL ASSETS</b>	<b>\$ 33,570,049</b>	<b>\$ 103,287,505</b>	<b>\$ 1,115,651</b>	<b>\$ 3,217,092</b>	<b>\$ 147,593</b>	<b>\$ 59,393</b>	<b>\$ 192,976,596</b>	<b>\$ 334,373,879</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 2,685,663	\$ 1,428,840	\$ 95,598	\$ 3,930	\$ -	\$ -	\$ 286,475	\$ 4,500,506
Long Term Liabilities	1,834,150	2,538,171	86,000	9,400	-	-	5,192,856	9,660,577
Certificates/Bonds Payable	-	51,210,000	-	-	-	-	52,490,000	103,700,000
Health & Dental Liabilities	-	9,002,129	-	-	-	-	-	9,002,129
Deferred Revenue	14,129,445	31,855,261	90,500	-	-	-	-	46,075,206
Deposits Held in Custody for Others	17,785	-	-	3,203,762	-	-	-	3,221,547
Total Liabilities	18,667,043	96,034,401	272,098	3,217,092	-	-	57,969,331	176,159,965
<b>Fund Balance:</b>								
Unrestricted	14,903,006	-	843,553	-	-	-	-	15,746,559
Restricted-Specific Purposes	-	7,253,104	-	-	147,593	59,393	12,698,571	20,158,661
Net Investment in Plant	-	-	-	-	-	-	122,308,694	122,308,694
Total Fund Balance	14,903,006	7,253,104	843,553	-	147,593	59,393	135,007,265	158,213,914
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 33,570,049</b>	<b>\$ 103,287,505</b>	<b>\$ 1,115,651</b>	<b>\$ 3,217,092</b>	<b>\$ 147,593</b>	<b>\$ 59,393</b>	<b>\$ 192,976,596</b>	<b>\$ 334,373,879</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Five Months Ended November 30, 2020**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 22,905,958	\$ 591,238	\$ 243,029	\$ 153,028	\$ -	\$ -	\$ 13,598	\$ 23,906,850
Local Support (Property Taxes)	5,329,647	6,063,545	-	-	-	-	5,322,804	16,715,997
State Support	14,711,903	4,120,152	-	20,000	-	-	400,000	19,252,055
Federal Support	1,325	3,898,749	-	567,687	6,964,329	-	-	11,432,091
Sales and Services	126,144	1,175	857,316	3,750	-	-	16,000	1,004,385
Training Revenue / ACE	-	4,738,349	-	-	-	-	-	4,738,349
Other Income	606,149	3,616,484	659,731	409,648	100	-	897,249	6,189,361
<b>Total Revenue</b>	<b>43,681,126</b>	<b>23,029,693</b>	<b>1,760,076</b>	<b>1,154,112</b>	<b>6,964,429</b>	<b>-</b>	<b>6,649,652</b>	<b>83,239,088</b>
<b>Transfers In - General</b>	<b>1,765,531</b>	<b>-</b>	<b>166,000</b>	<b>75,497</b>	<b>141,700</b>	<b>5,000</b>	<b>2,104,854</b>	<b>4,258,583</b>
<b>Total Revenue and Transfers In</b>	<b>\$ 45,446,657</b>	<b>\$ 23,029,693</b>	<b>\$ 1,926,076</b>	<b>\$ 1,229,610</b>	<b>\$ 7,106,129</b>	<b>\$ 5,000</b>	<b>\$ 8,754,506</b>	<b>\$ 87,497,670</b>
<b>Expenditures:</b>								
Instruction	\$ 22,654,496	\$ 5,925,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,579,675
Academic Support	5,374,780	-	-	-	-	-	-	5,374,780
Student Services	4,854,928	376,254	-	-	-	-	-	5,231,183
Institutional Support	5,875,086	5,879,667	-	-	-	-	-	11,754,753
Operation and Maintenance of Plant	3,205,725	5,630,169	-	-	-	-	-	8,835,895
Auxiliary Enterprise Expenditures	-	-	2,264,908	-	-	-	-	2,264,908
Scholarship Expense	-	-	-	-	7,233,886	-	-	7,233,886
Loan Fund Expense	-	-	-	-	-	(2,424)	-	(2,424)
Plant Fund Expense	-	-	-	-	-	-	12,897,798	12,897,798
Agency Fund Expense	-	-	-	368,292	-	-	-	368,292
<b>Total Expenditures</b>	<b>41,965,015</b>	<b>17,811,270</b>	<b>2,264,908</b>	<b>368,292</b>	<b>7,233,886</b>	<b>(2,424)</b>	<b>12,897,798</b>	<b>82,538,744</b>
<b>Transfers Out - General</b>	<b>798,354</b>	<b>2,078,781</b>	<b>1,294,000</b>	<b>87,447</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,258,583</b>
<b>Total Expenditures and Transfers Out</b>	<b>42,763,369</b>	<b>19,890,051</b>	<b>3,558,908</b>	<b>455,739</b>	<b>7,233,886</b>	<b>(2,424)</b>	<b>12,897,798</b>	<b>86,797,326</b>
<b>Net Increase (Decrease) for the Period</b>	<b>2,683,288</b>	<b>3,139,641</b>	<b>(1,632,832)</b>	<b>773,871</b>	<b>(127,757)</b>	<b>7,424</b>	<b>(4,143,292)</b>	<b>700,344</b>
<b>Fund Balance at Beginning of Year</b>	<b>12,219,718</b>	<b>4,113,463</b>	<b>2,476,385</b>	<b>1,817,378</b>	<b>275,350</b>	<b>51,969</b>	<b>139,150,557</b>	<b>160,104,820</b>
<b>Fund Balance at End of Period</b>	<b>\$ 14,903,006</b>	<b>\$ 7,253,104</b>	<b>\$ 843,553</b>	<b>\$ 2,591,249</b>	<b>\$ 147,593</b>	<b>\$ 59,393</b>	<b>\$ 135,007,265</b>	<b>\$ 160,805,164</b>

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
November 30, 2020**

**DEPOSITORY ACCOUNTS**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 16,110,691	0.20%	Money Market
United Bank of Iowa	\$ 3,079,854	0.15%	Money Market
Various Checking Accounts	\$ 206,091	0.20%	Checking Accounts
Sub Total	\$ 19,396,636		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank Iowa		\$ 9,961,734	0.20%	Investment Account
Bank of the West		\$ 565,417	0.48%	Checking Accounts
Lincoln Savings Bank	December 15, 2019	\$ 1,000,000	1.93%	December 15, 2020
Lincoln Savings Bank	December 12, 2019	\$ 1,000,000	1.93%	December 12, 2020
West Bank		\$ 59,406	0.10%	Investment Account
Wells Fargo		\$ 4,657,594	0.03%	Investment Account
Sub Total		\$ 17,244,151		

**ISJIT INVESTMENTS**

					<b>Calculated Term Months</b>
United Bank of Iowa	June 23, 2020	\$ 5,000,000	0.15%	March 22, 2021	9.1
Lincoln Savings Bank	January 14, 2020	\$ 1,000,000	1.86%	January 13, 2021	12.2
Lincoln Savings Bank	January 14, 2020	\$ 1,000,000	1.91%	July 12, 2021	18.2
Green State (Collateralized)		\$ 14,812,215	0.25%	Money Market	
Bankers Trust - Des Moines Money Market		\$ 14,960,901	0.20%	Money Market	
Community State Bank		\$ 19,376,745	0.15%	Money Market	
ISJIT Diversified Fund		\$ 28	0.01%	Money Market	
Total ISJIT Investments		\$ 56,149,889			
Grand Total of Investments		\$ 92,790,676			
Grand Total Weighted Average of Investments			0.26%		

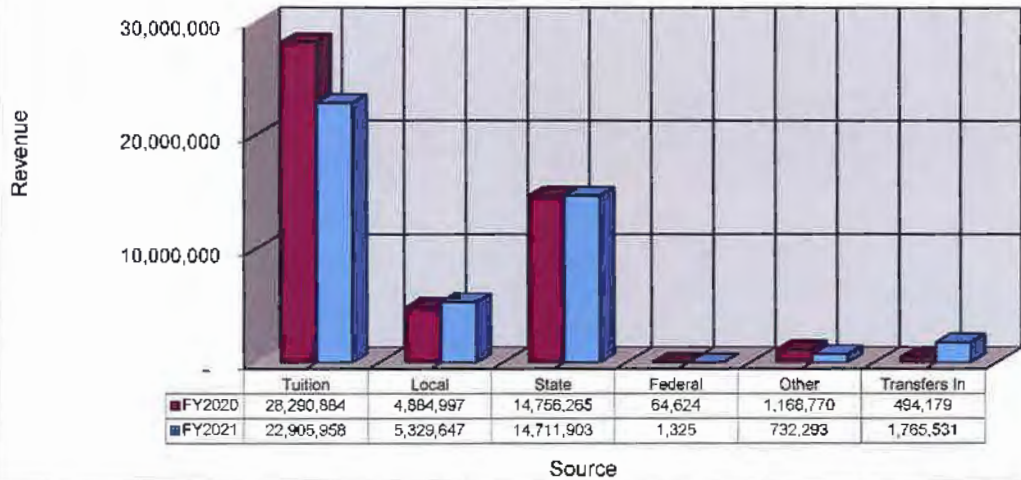


**Des Moines Area Community College**  
**Fiscal Year Ending June 30, 2021 Budget Report**  
**Summary by Fund (All Funds)**  
**For the Five Months Ended November 30, 2020**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 119,114,484	\$ 115,178,306	\$ 45,446,657		\$ 69,731,649
Restricted Current	2	55,899,172	59,302,199	23,029,693		36,272,506
Auxiliary	3	7,681,743	7,358,243	1,926,076		5,432,167
Agency	4	1,332,841	1,148,828	1,229,610		(80,782)
Scholarship	5	17,850,500	17,850,500	7,106,129		10,744,371
Loan	6	5,000	5,000	5,000		-
Plant	7	44,389,510	45,389,510	8,754,506		36,635,004
<b>Total Revenue</b>		<b>\$ 246,273,250</b>	<b>\$ 246,232,586</b>	<b>\$ 87,497,670</b>		<b>\$ 158,734,916</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 119,099,285	\$ 115,178,140	\$ 42,763,369	\$ 37,367,272	\$ 35,047,499
Restricted Current	2	55,975,555	61,581,173	19,890,051	4,793,942	36,897,180
Auxiliary	3	7,155,620	7,986,993	3,558,908	1,315,667	3,112,418
Agency	4	1,269,316	1,085,303	455,739	37,265	592,299
Scholarship	5	17,933,500	17,921,500	7,233,886		10,687,614
Loan	6	5,000	5,000	(2,424)		7,424
Plant	7	47,340,417	42,503,926	12,897,798	7,553,047	22,053,081
<b>Total Expenditures</b>		<b>\$ 248,778,693</b>	<b>\$ 246,262,035</b>	<b>\$ 86,797,326</b>	<b>\$ 51,067,193</b>	<b>\$ 108,397,516</b>

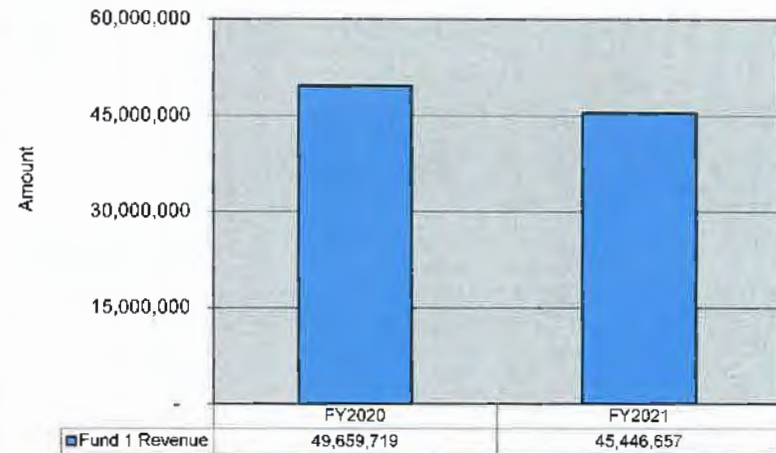
**Des Moines Area Community College  
Revenue/Expense Comparison With Prior Year  
For the Five Months Ended November 30, 2020**

**Fund 1 Revenue  
November 30, 2020**

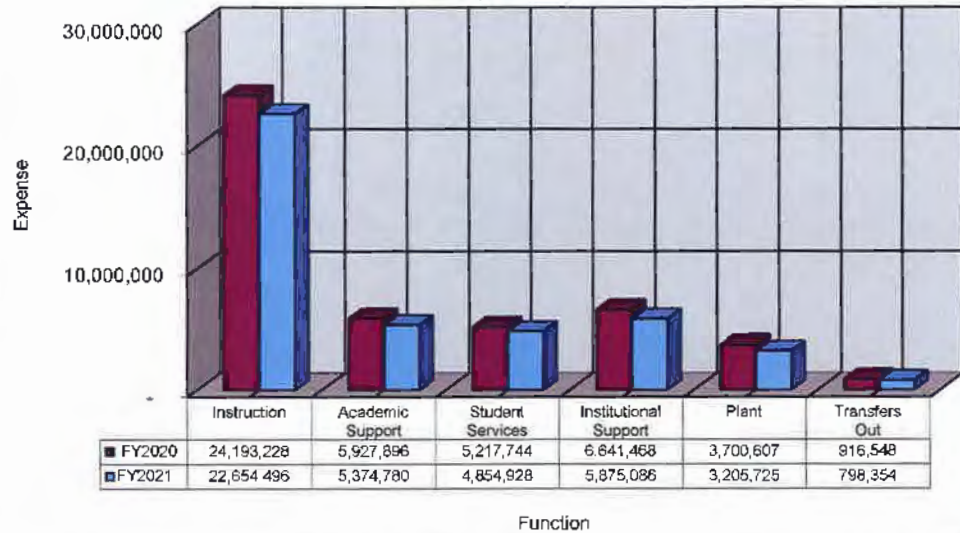


**Tuition Decrease -19.03%**  
**Overall Decrease -8.48%**

**Fund 1 Revenue  
November 30, 2020**



**Fund 1 Expense Comparison by Function  
November 30, 2020**



**Overall Decrease -8.23%**

**Fund 1 Expense  
November 30, 2020**

